PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
DECEMBER 8, 2005

Present: **Mayor Dana Williams; Council members Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier and Joe Kernan**

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Colin Hilton, Capital Projects and Economic Development Director; Eric DeHaan, City Engineer; Dave Gustafson, Project Manager; Lloyd Evans, Chief of Police; Jerry Gibbs, Public Works Director; Patrick Putt, Planning Director; Myles Rademan, Public Affairs Director

Council questions and comments

Jim Hier reported that the IHC Task Force had forwarded their Traffic Analysis to Planning Commission. This places the project in the hands of the Planning Commission to move forward.

Candace Erickson thanked Myles Rademan for organizing the Farm Meeting, which was attended by a number of community members.

Marianne Cone participated in the Smoke Free event. She also attended the Mountain Trails meeting where Carol Potter reported on plans to pave the entire Rail Trail from Park City to Echo. She attended the People's Health Clinic fundraiser as well as the Everest talk at the Library. She and Kay Calvert toured a DABC warehouse in Salt Lake City.

Mayor Williams reported on a meeting with PCMR to discuss Talisker's projects. He also met with representatives of Taxis Against Drunk Driving and was impressed with their idea.

Colin Hilton and Dave Gustafson presented construction updates on the new parking structure and Quinn's Recreation Complex. The new parking structure will not be open before Christmas, although the historic wall lot (23 spaces) has opened and the first level of existing China Bridge will re-open soon. Jacobson Construction will begin operating on an 80 hour per week schedule and parking levels will open as construction allows with substantial completion anticipated in January. The recreation complex is on schedule for a February opening to coincide with the Winter Olympics.

Assisted Living

Project Manager Phyllis Robinson introduced Gill Blonsley who had performed a needs assessment study commissioned by Council in August, for assisted living in Park City.

Gill Blonsley explained he had developed a wide-range of community participation through public meetings and attendance at a number of civic, charitable, church-related organizations. He had received 252 completed surveys, with 64% coming from focus group sessions. The community expressed an interest in not only assisted living, but also adult daycare services. Many respondents indicated they would consider $2,900 and above to be fair pricing, depending on facilities and services provided. The focus groups favored private ownership and did not feel it would be an appropriate function of the City government.

Mr. Blonsley stated he included questions about senior housing (55 and older) and two-thirds of the respondents indicated they would consider it, but factors in making that decision would include location, size of apartment, size of development, cost, and availability of transportation. He briefly reviewed each of the survey questions and highlighted the variety of answers received from respondents.

Mayor Williams indicated Council would address the issue early in 2006. They agreed it should not be a city-run facility and would address options and ideas for City participation.

Trash Container Ordinance
Public Works Director Jerry Gibbs explained that Council had directed Staff to return before year-end with alternatives to enforce timely removal of trashcans from the street on trash pick-up day. Staff's research found that resort areas who have implemented similar ordinances had done so because of wild animals turning over cans, whereas in Park City it seemed to be an aesthetic issue. If it were restricted to Old Town, 600-700 cans would need to have addresses placed on them because tickets must be issued to an address (city-wide there are 3,500-4,000 cans). There are providers who could collect trashcans that are left out, but none of the current cans are associated with an address and BFI does not have a current data base.

Mr. Gibbs noted the County's contract for solid waste expires in 2006 and there could be a new contractor bringing in new cans, which would have to be identified by address. He emphasized that all cans in Old Town are placed along one side of the road on pickup day, which could result in residents stealing someone else's can if theirs was confiscated. Staff's recommendation was that Council not adopt an ordinance at this time and suggest to complainants that they initiate a "Neighborhood Needs Assessment Process".

Marianne Cone suggested that that we continue the Public Service Announcements and consider placing notices in water billing statements to alert people to the problem.

Dana Williams questioned the magnitude of the problem. Mr. Gibbs stated that no formal complaints had been filed, although suggestions had been presented to Council members. Candace Erickson preferred neighborly cooperation and suggested that Neighborhood Meetings would be a good vehicle to spread the word. Joe Kernan wanted to help solve the problem because the cans detract from the beauty of our neighborhoods. Mayor Williams suggested that we try to empower residents in their own neighborhoods to work together to resolve this issue.

Regional Transit Services

Transit Manager Eric Nesset stated Staff recommended adoption of a resolution amending the current Transit Agreement between the City and the County. He explained the resolution addresses clean-up items and clarified the sharing of potential grant monies between the two entities. The Summit County Board of Commissioners adopted it December 7, 2005 and made some grammatical changes that were reviewed with the City Attorney.

Prepared by Sharon Bauman, Analyst II

PARK CITY COUNCI LMEETING
SUMMIT COUNTY, UTAH
DECEMBER 8, 2005

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at 6:00 p.m. at the Marsac Municipal Building on Thursday, December 8, 2005. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Jim Hier and Joe Kernan. Candace Erickson was excused from the regular meeting. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney, Jerry Gibbs, Public Works Director, Eric Nessett, Transit Manager; Linda Tillson, Library Manager, and Brooks Robinson, Senior Planner.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Joe Kernan stated that Summit County is his customer. Marianne Cone noted she had attended the Deer Valley party.

III PUBLIC INPUT (any matter of City business not scheduled on agenda)

Audie Wheeler and Marty Ogburn, TADD (Taxis Against Drunk Driving) introduced their organization which has been operating for one year. In an attempt to promote responsible drinking, they transport people home for $10 and bring them back to pick up their cars free. Their goal is to provide all services at no charge.

Mr. Wheeler explained they have applied for non-profit status and are seeking support and advice from Council. Council expressed concern about cars being towed if someone took advantage of the service and left their car of Main Street. They also suggested that it might fall under the City's special service contracts. Manager Bakaly explained if it was a non-profit organization and met all the granting criteria, it might be eligible during the next grating cycle in 2007. He stated Staff could explain the voucher system that was used last year in a Manager's Report.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF NOVEMBER 17, 2005

Kay Calvert, "I move to approve the work session notes and minutes of meeting of November 17, 2005 as written". Joe Kernan seconded. Motion unanimously carried.

V RESIGNATIONS AND APPOINTMENTS

1. Appointment of Marlene Ligare and Kathryn Reichartinger to the Library Board to fill unexpired terms to July 1, 2007

Jim Hier, "I move to approve the appointment of Marlene Ligare and Kathryn Reichartinger to the Library Board to fill unexpired terms to July 1, 2007". Marianne Cone seconded. Motion unanimously carried.

2. Appointment of Jerry Gibbs to the Snyderville Basin Water Reclamation District Board for a term expiring December 31, 2009

3.

Marianne Cone, "I move approval of the appointment of Jerry Gibbs to the Snyderville Basin Water Reclamation District board for a term expiring December 31, 2009". Kay Calvert seconded. Motion unanimously carried.

VI CONSENT AGENDA PUBLIC HEARINGS

1. Continuation of hearing on an Ordinance approving the Park City Public Works Subdivision Plat, a subdivision lying within the Southwest Quarter of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Park City, Summit County, Utah - Planning Manager Patrick Putt stated that Staff had held a series of open houses and public hearings to identify city properties that would be appropriate for disposal. A decision was made to subdivide this parcel and sell the smaller portion at the corner of Deer Valley Drive and Short Line Road.

Mr. Putt explained that the Public Works site is 5.71 acres, and this proposal would create a two-lot subdivision. The smaller parcel (approximately one-half acre) is bisected by a Questar gas line and a sewer lateral. The lot is also encumbered by an obligation to provide twelve parking spaces for the Copper Bottom Inn. Six spaces will be included in an underground structure and six spaces will be available for use during off-hours. The subdivision meets the City's size and access standards. No public comment was received during the public hearing, but an e-mail from an adjacent property owner felt the property would be best served for use by Public Works and Transit Services rather than GC related uses. Staff recommended adoption of the ordinance to approve the subdivision of the Park City Public Works Subdivision.

Mayor Dana Williams opened the public hearing. There was no input and the hearing was closed.

2. Continuation of hearing on a Real Estate Purchase Contract with Frontier Bank for the sale of a municipally-owned 0.59 acre parcel located on Short Line Drive, Park City, Utah - Public Works Director Jerry Gibbs stated the request before Council was to accept a purchase price of $1 million from Frontier Bank for the .59 acre parcel on the corner of Short Line Drive and Deer Valley Drive. The Copper bottom Inn has agreed to approve the parking easement as drafted.

Mayor Williams opened the public hearing. There was no public input and the hearing was closed.

VII CONSENT AGENDA

Kay Calvert, "I move approval of Consent Agenda Items 1 through 3" Marianne Cone seconded. Motion unanimously carried.

1. Ordinance approving the Park city Public Works Subdivision Plat, a subdivision lying within the Southwest Quarter of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Park City, Summit County, Utah – see staff report and public hearing.

2. Real Estate Purchase Contract with Frontier Bank for the sale of a municipally-owned 0.46 acre parcel located on Short Line Drive, Park City, Utah – see staff report and public hearing.

3. Resolution authorizing execution of an amended Inter-local Agreement with Summit County for provision of transit services – see staff report and public hearing.

VIII NEW BUSINESS

Ordinance amending Title 6, Health, Nuisance Abatement, and Noise of the Municipal Code of Park City, Utah by adopting regulations for storage of trash receptacles - Council members had discussed the item during Work Session. Mayor Williams opened the public hearing. There was no input and the hearing was closed.

Mayor Williams called for a motion. The ordinance failed for lack of a motion. Council directed Staff to move forward with their recommendation that complainants initiate a "Neighborhood Needs Assessment Process."

IX ADJOURNMENT

The meeting adjourned at 6:45 p.m.

MEMORANDUM OF CLOSED SESSION

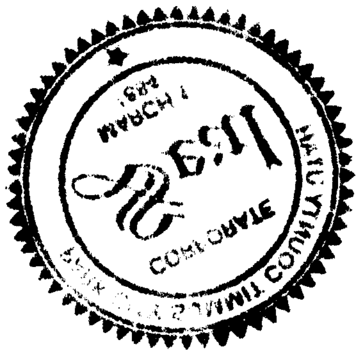
The City Council met in closed session at 3:30 p.m. Members in attendance were Mayor Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier and Joe Kernan. Staff present was Tom Bakaly, City Manager and Mark Harrington, City Attorney. Candace Erickson, "I move to close the meeting to discuss property and litigation". Jim Hier seconded. Motion carried unanimously.

The meeting opened at approximately 4:30 p.m.

The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Sharon Bauman, Analyst II

Sharon Bauman



City Council
Staff Report

PARK CITY
1884

Author: **Phyllis McDonough Robinson**
Subject: **ASSISTED LIVING NEEDS ASSESSMENT**
Date: **December 8, 2005**
Type of Item: **Informational**

Budget, Debt and Grants

Summary Recommendations: This item is for information and policy direction.

Description:

Topic: Staff is presenting the findings of the Assisted Living Facility Needs Assessment and is seeking direction as it pertains to the city's work plan.

Background: Affordable housing is a key component of City Council Goal #9 Sustainable Places to Live. Affordable housing has been an annual City Council goal since the early 1990s.

Staff has been evaluating the need for senior housing and/or assisted living in Park City. While the base demographics suggest a potential market for senior housing and/or assisted living, a more thorough market analysis is required to define the scale, scope and target market. At its August 25, 2005 meeting, affirmed staff's recommendation to commission a needs assessment. The study was conducted by Gill Blonsley.

Analysis
Data for the needs assessment was gathered in multiple settings that included advertised public discussion sessions, presentations to civic and service organizations, meetings with church-related groups, presentations to social/affinity groups, interviews with selected healthcare providers, and random sampling at supermarkets.

<u>Key Findings</u>
- There is high interest in having such a facility in the community;
- Overwhelmingly, such a facility should either be owned privately or by a not-for-profit entity;
- Adult day care, social and recreational programs are seen as needed services, both independently and as part of a facility;
- Respondents value the service at, or slightly above current market pricing;
- Primary concerns over viability centered on altitude and climate inhibitors.

In addition, Mr. Blonsley surveyed the interest in senior housing in the community. Two-thirds of the respondents indicated an interest in housing exclusively for mature (55+)

residents. The location and cost of such a development was of primary concern. The report is included as Attachment A to this staff report and provides a fuller discussion of the findings.

Next Steps

Staff will incorporate the findings related to senior housing into the Three to Five Year Housing Work Plan. Within that context, staff will evaluate opportunities for development of senior housing. Given the finding that an assisted living facility should be privately owned and operated, staff is not recommending any City action prior to a discussion regarding the appropriate City role during the Council Visioning Retreat in January. In the interim, staff will distribute the study to interested parties. Should the City receive an application for an Assisted Living Facility, the study will help inform the review of the project.

Department Review: This report was reviewed by Budget Debt and Grants, Finance and the City Manager's office.

Recommendation: This item is for information and policy direction.

Attachment A: Assisted Living Facility Needs Assessment

ATTACHMENT A:

ASSISTED LIVING FACILITY
NEEDS ASSESSMENT

Submitted by:
GILL BLONSLEY, MPA
November 23, 2005

ASSISTED LIVING

Definitions

Assisted Living Facility TYPE I is a residential facility that provides assistance with activities of daily living and social care for ambulatory residents who require protected living arrangements.

Assisted Living Facility TYPE II is a residential facility that provides coordinated supportive personal and healthcare services to semi-independent residents. "Semi-independent" means: (i) physically disabled but able to direct his/her own care; or (ii) cognitively impaired or physically disabled but able to evacuate from the facility, or to a zone or area of safety, with the physical assistance of one person.

Introduction

Pursuant to the Service Provider Agreement dated October 3, 2005, the scope of the services was performed with the exception that Item C., a review of potential sites was held in abeyance, at the direction of City Staff, who felt that it was premature and not germane to the basic assessment.

An attempt was made to survey a cross-section of the community that reflected the general population in terms of age, gender, marital status, and length of residency in the community. This was essentially accomplished, except that responses from persons under 30 years of age were held to a minimum as they were seen as having little or no exposure to the underlying issues related to Assisted Living and Senior Housing.

Methodology

The Needs Assessment was conducted in multiple settings that included:

- Advertised public invitation sessions,
- Presentations to civic and service organizations,
- Meetings with church-related groups,
- Presentations to social/affinity groups,
- Selected healthcare providers, and
- Random sampling at supermarkets.

An eight question format was utilized, wherein multiple choice options were presented, with respondents encouraged to indicate all applicable answers. A focused community response was achieved by obtaining respondent's home zip code. In this manner, persons residing outside the city limits were included, however their numbers are reflected separately so as to gauge their impact.

From October 5 through November 11 a total of 252 questionnaires were acquired by the means described. This was deemed an adequate sample, particularly in light of the absence of any glaring anomalies that emerged in the course of gathering responses. As can be seen in the materials that follow, general patterns of consistency prevail.

Summary

As detailed in the Analysis Section, the key elements of the Needs Assessment identified the following:

- There is high interest in having such a facility in the community;
- Adult day care, social and recreational programs are seen as needed services, both independently and as part of a facility;
- Respondents value the service at, or slightly above current market pricing;
- Overwhelmingly, such a facility should either be owned privately or by a not-for-profit entity, and
- Primary concerns over viability centered on altitude and climate inhibitors.

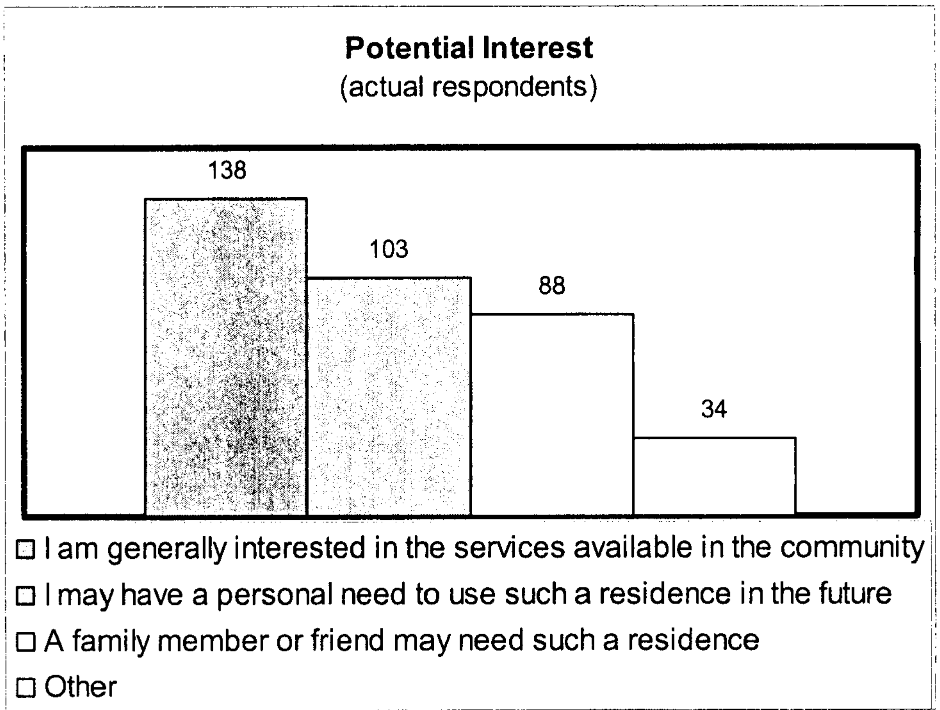
An examination of the following section will provide greater understanding of the responses and their related value.

Analysis
Question I

Why are you participating in this assessment (mark all that apply)?

Four options were provided, and as the following data reflect, the predominant response was "A": A general interest in services available in the community. It is important to note that "B", the personal need for future uses of such a facility was a significant second response.

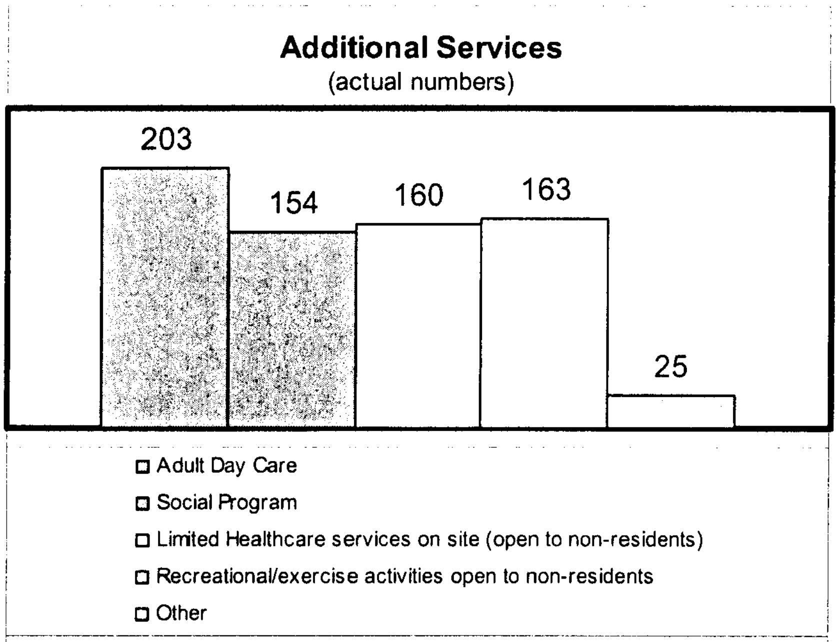
In the focus groups where prolonged discussion took place, Option D, asking for a narrative response, provoked specific and generally favorable comment. These included the importance of keeping mature persons in the community when possible, and also personal experience caring for family members.



Question II

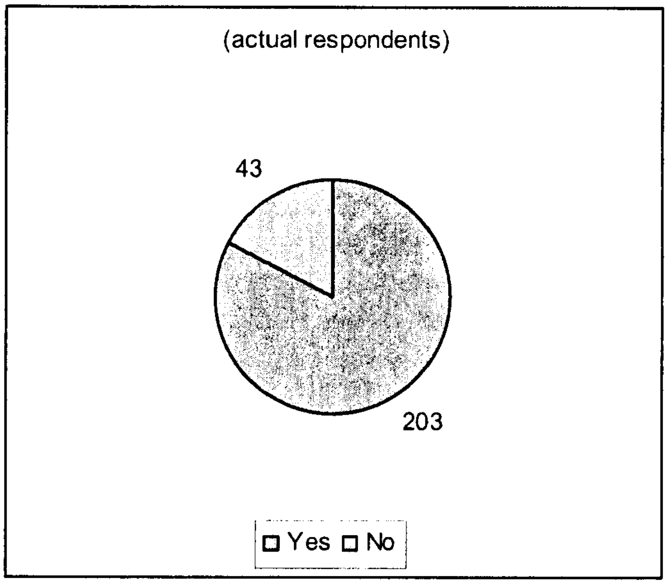
If an Assisted Living Facility were to be created in the community, what other services would be beneficial as "add-on" programs?

It is clear from the response to the four specific items listed that the respondents see such a facility as more than merely a residence. As the data identifies, such a facility is seen as a hub for multiple services provided for mature people. It is difficult to determine if this is an effort to "design" a comprehensive facility in the abstract, or a determination that such services are currently unavailable and therefore needed. Many respondents suggested inclusion of off-site recreation, physical therapy services and transport.

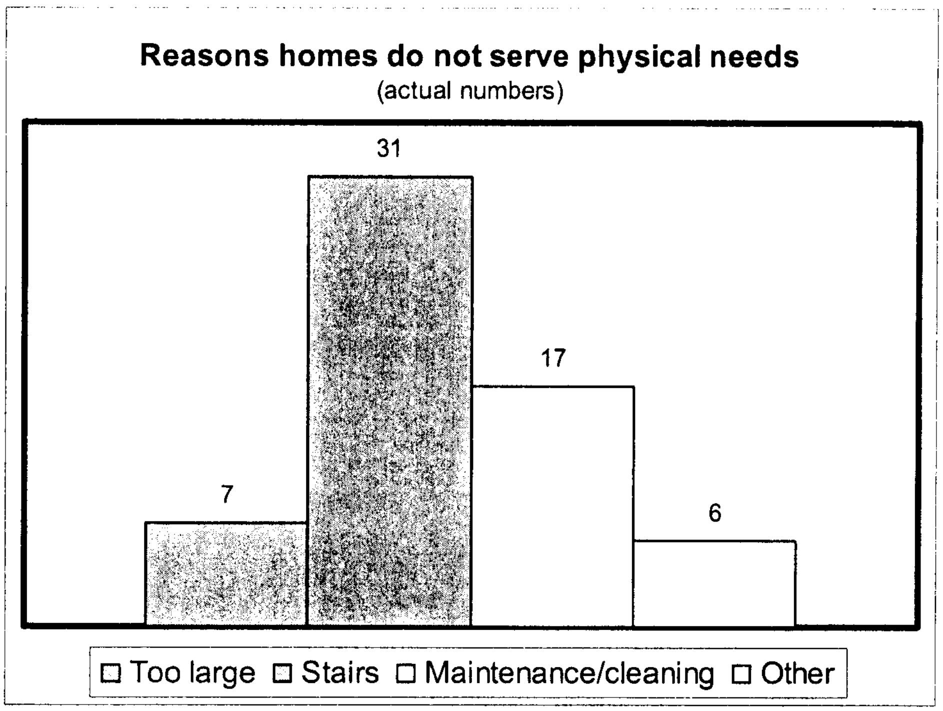


Question III

Do you or a person living with you find that your house serves your physical needs?



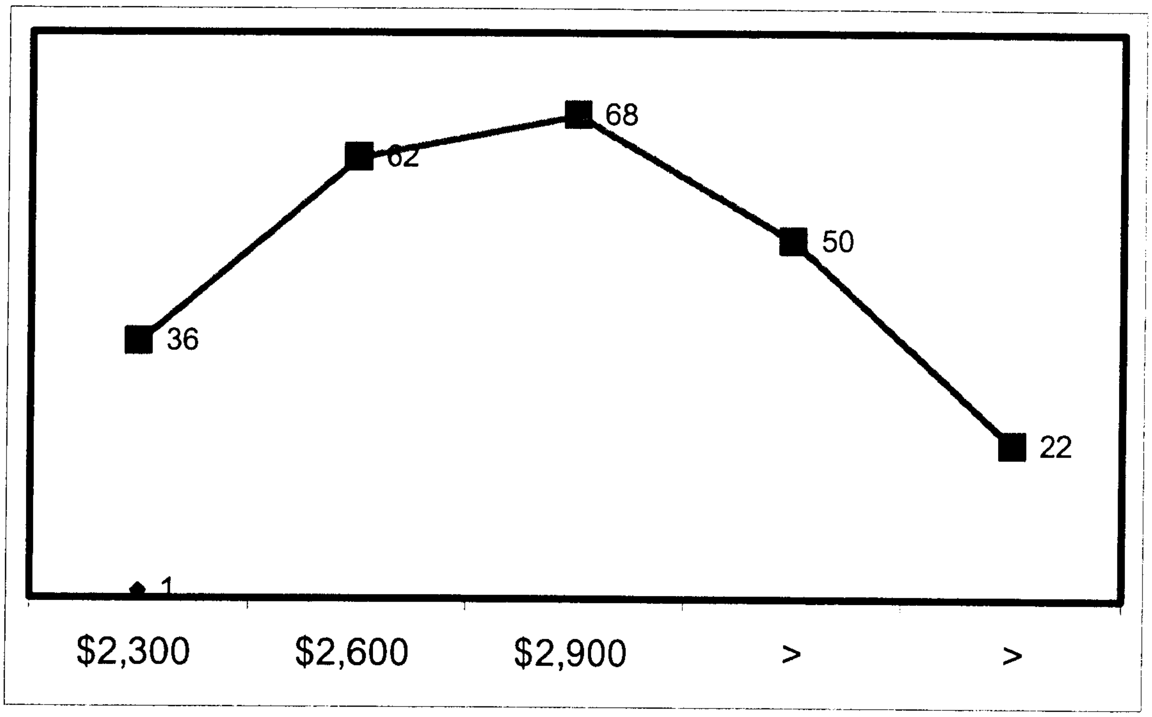
If "NO' why?

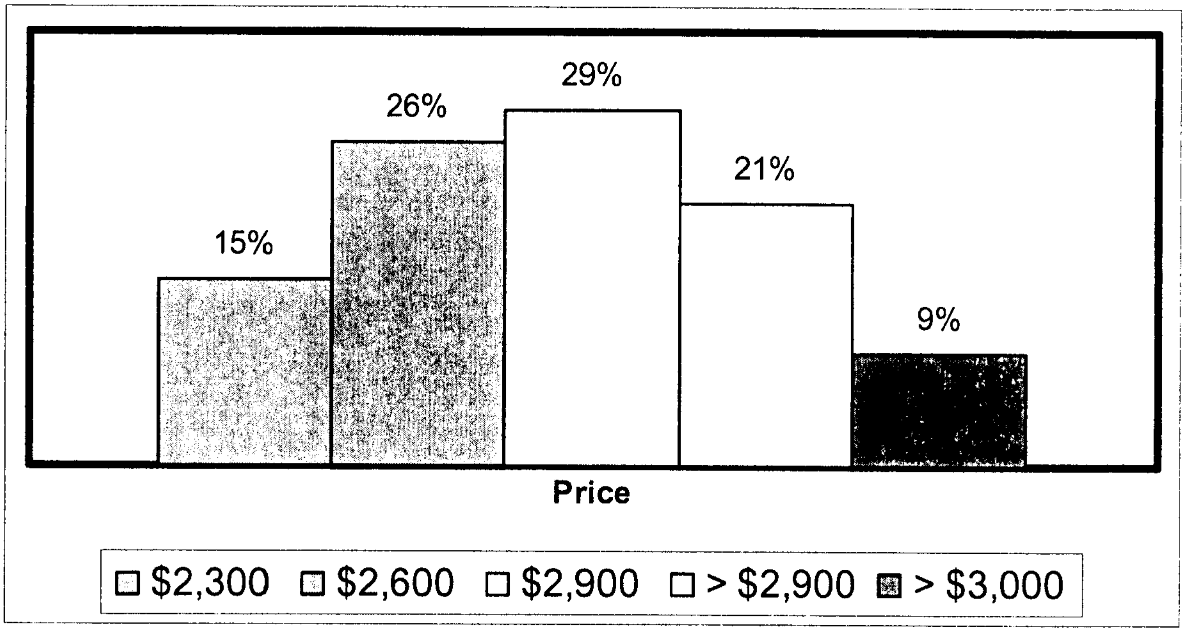


It is understandable that in having a representative cross-section of the community responding, that current housing needs are generally acceptable. However, these respondents often indicated that they could not remain in their homes if their physical circumstances deteriorated. With those who answered "no", the presence of stairs was seen as the most common negative. Some respondents indicated that they had moved their bedroom to the main floor of their homes.

Question IV

What do you consider to be a FAIR monthly price to pay for such a facility that provides the services outlined in the definition and includes private room, maid service, all meals, laundry service, social activities and limited transport (doctor's appointments, etc.)?





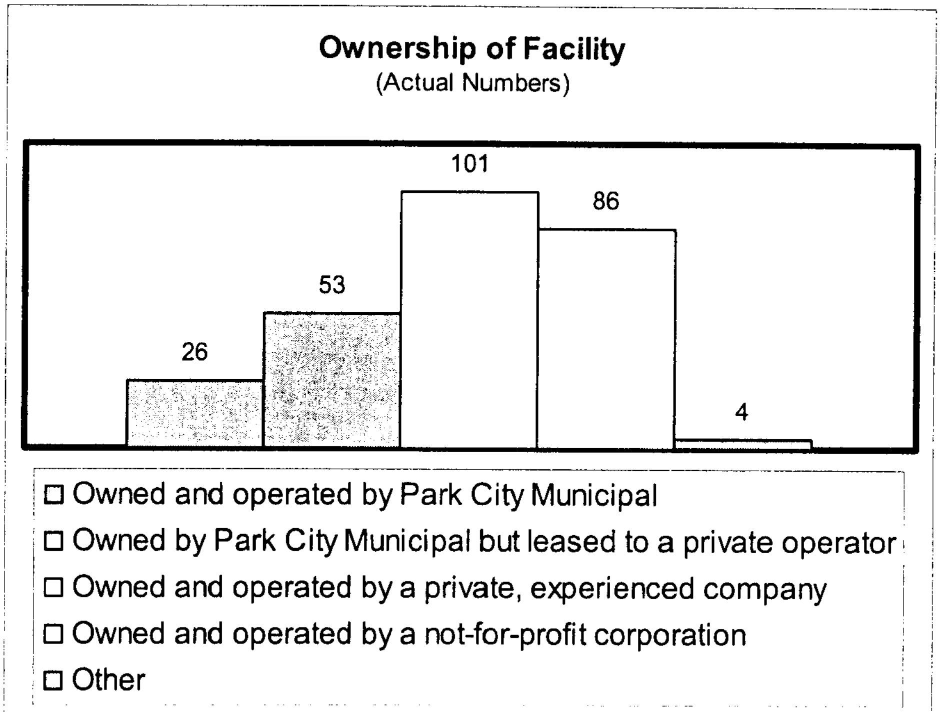
"Below market" price points were listed as options in order to test the community's sense of service value. It was interesting to note that thirty-seven (37) respondents indicated that they knew of persons currently paying more than the listed amounts. A significant factor emerged: the younger age cohorts drifted toward lower price points, while more mature persons drifted higher.

While it is not possible to contact respondents for closer examination, experience suggests that younger adults presume that older ones have inadequate resources to provide for themselves (a general bias.) More mature respondents in this community may in fact have the means to provide for their care, and want more than basic services. In focus sessions, mature persons appeared to sense a personal vulnerability that moderated economic considerations.

Comments regarding price included: "charge enough to do it right", "Salt Lake pricing is $3500 for a good facility", and 'Can it actually be financially viable here?"

Question V

If an Assisted Living Facility were to be created in the community, how should it be owned and operated? (Some respondents gave multiple answers.)



It is apparent that by a predominate number the community is closely split in its preference for either owned and operated by a private experienced company, or owned and operated by a not-for-profit corporation. At roughly half the rates of the former, the respondents endorsed either city owned and operated, or city owned with private operator. Male respondents and younger females showed a greater preference for owned and operated by a private, experienced company.

It appears overall, the respondents see the city as a facilitator rather than an operator.

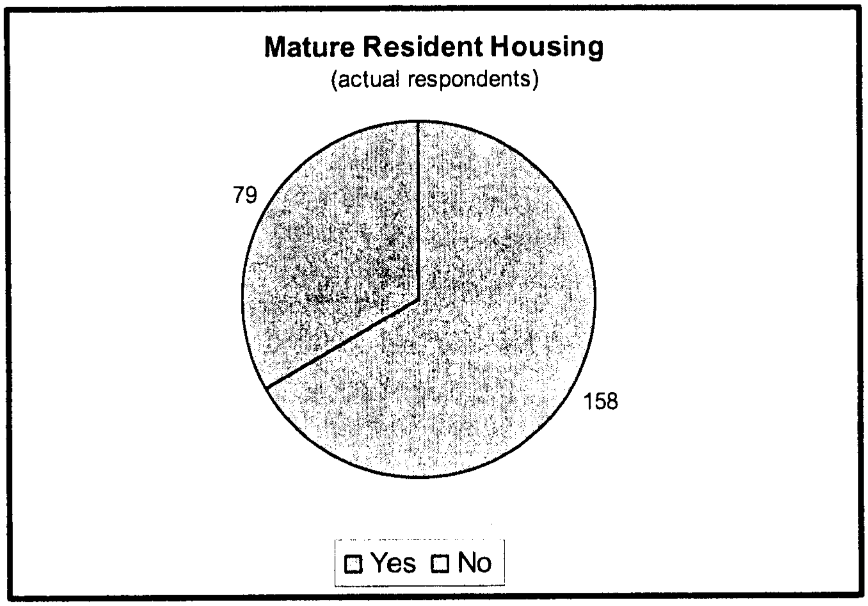
Question VI

If you do NOT believe that an Assisted Living facility is needed in our Community, please give us your reasons:

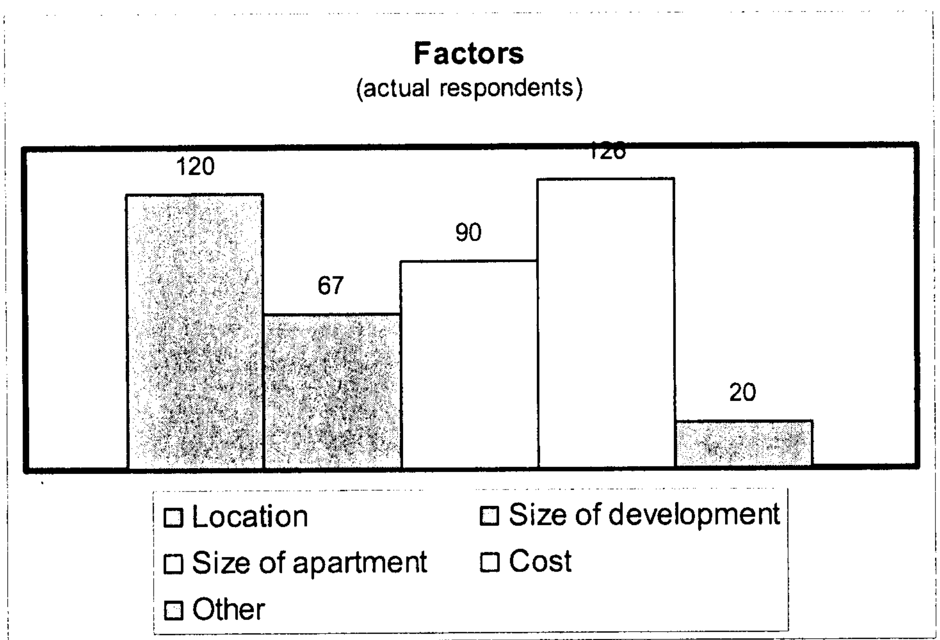
Of the respondents, 17 provided specific negative commentary that primarily included: *Not inside the city limits, Wrong climate—need warmer community, Altitude problem in Park City, Not needed—we're a tourist town*, and *Need to be close to medical services.*

Question VII

A. Having nothing to do with an Assisted Living facility, if there was a housing development exclusively devoted to mature (55 yrs+) residents only, would you live there?



B. What would be the deciding factor(s) in favor of living in such a development?

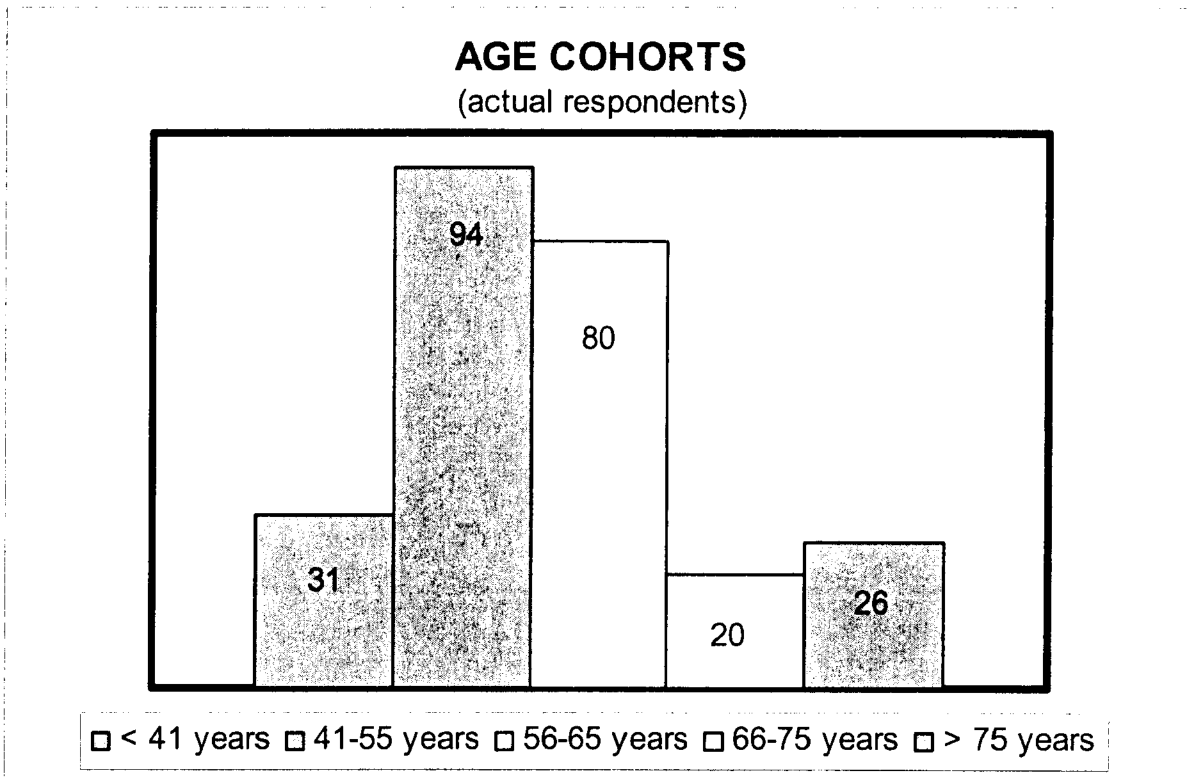


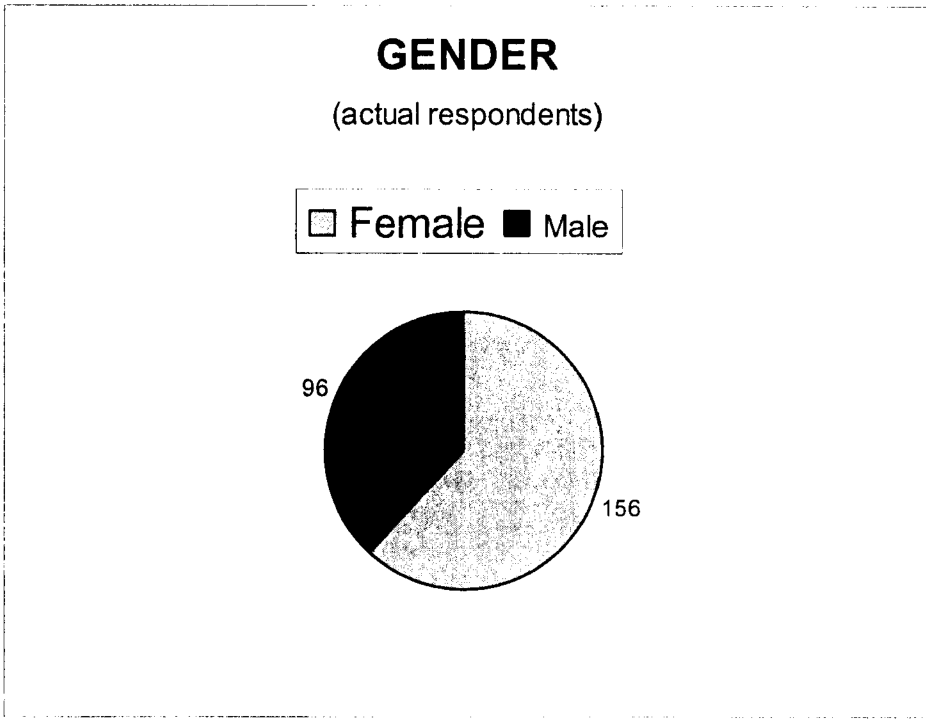
The response was enlightening (and somewhat in contrast with national data) in that there was a very favorable reaction to living in a senior housing development. The response was almost 2 to 1 positive. The age cohorts were predictably tilted. The more mature respondents were decidedly more in favor of such a development, starting with persons in their mid-50's (females more than males).

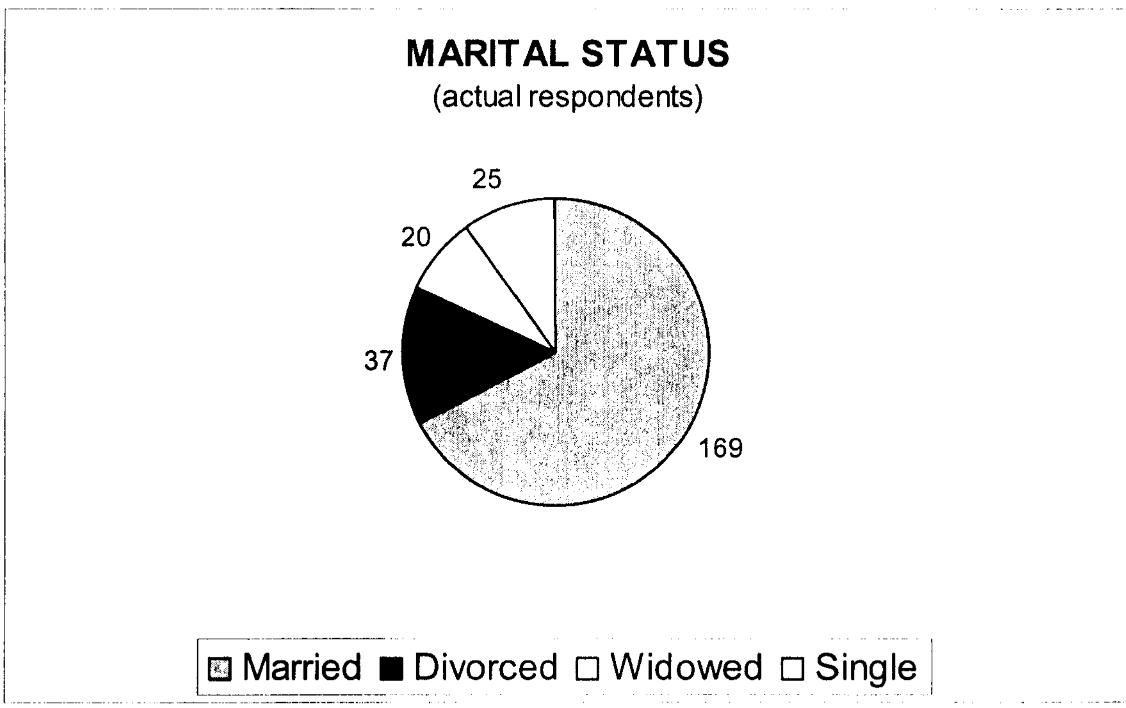
As data indicate, location is a major factor. Narratives reflected a desire to remain in the immediate area. Apartment cost and size followed closely as deciding factors. The narratives reflected concern about allowing pets (both for and against); transportation; isolation from community-at-large; and other single responses (parking, shopping, etc.) Overall, there is a reflection of positive interest and community support across gender and age cohorts. Other commentaries included the need to remain close to family and friends, planned community social activities, and significant interest in optional congregate meals.

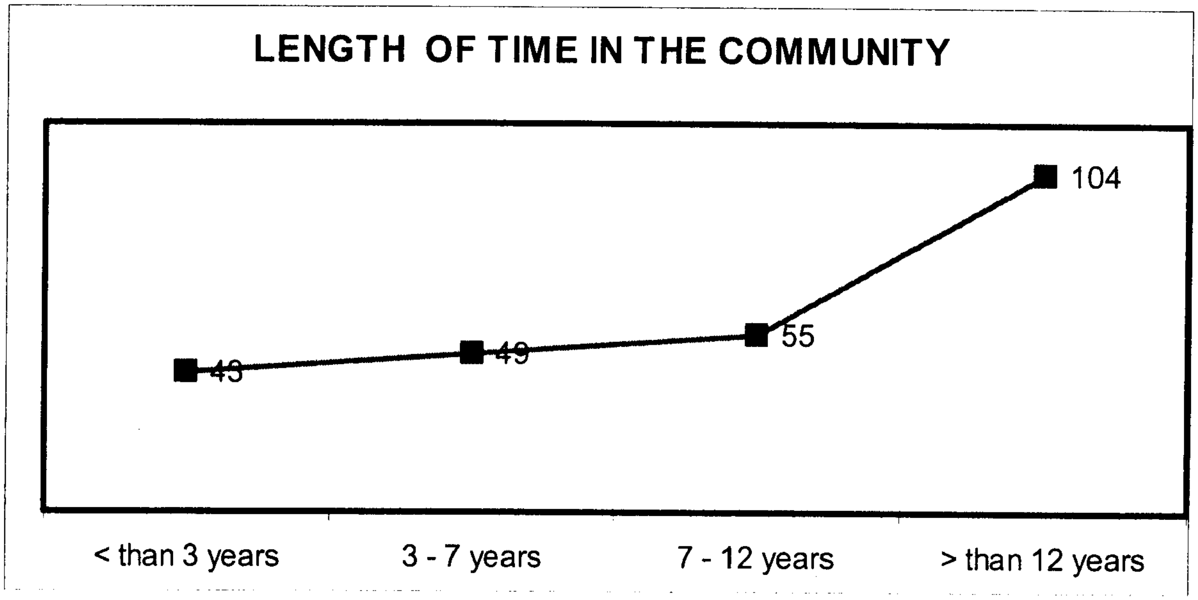
Question VIII

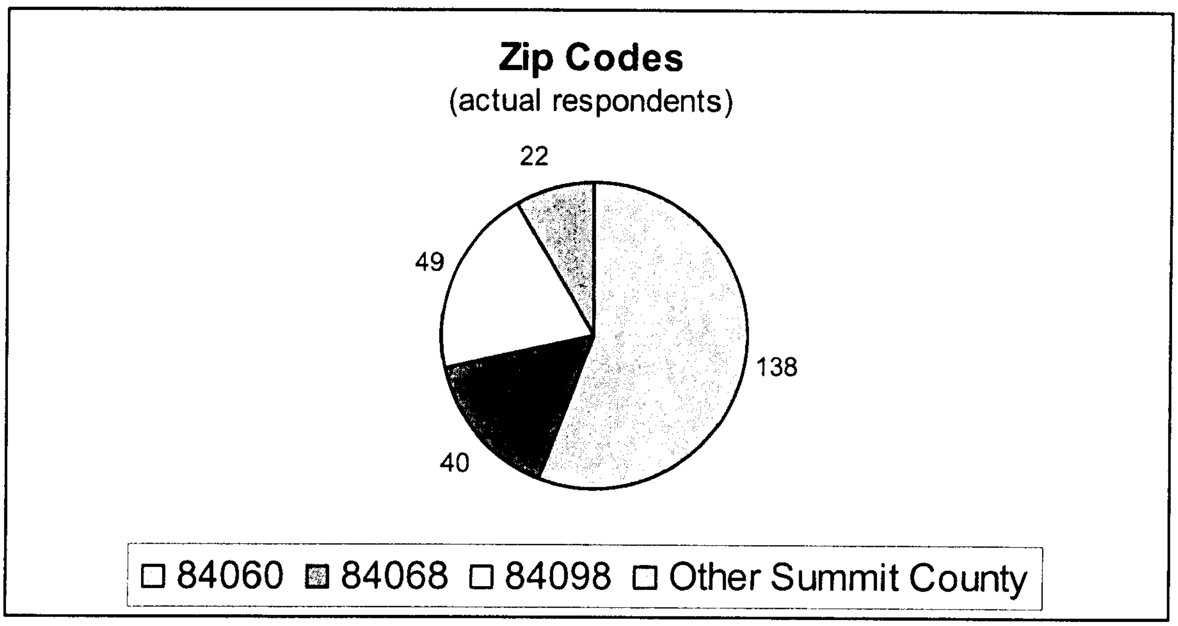
Please help us to understand the background of those of you who have aided us in this assessment. Your answers to the following would be helpful:




GENDER
(actual respondents)
Female
Male
96
156


MARITAL STATUS
(actual respondents)
25
20
37
169
Married
Divorced
Widowed
Single





If less than 3 years, where did you previously live?

In order of volume the 43 shorter term respondent moved from: Inside Utah, California, Massachusetts, Texas, Florida, Hawaii, with several other states having single responses

Comment

Overall, as can be seen by the foregoing, there is favorable support and an expression of need for an Assisted Living Facility. What emerged from the interviews was a secondary theme suggesting that there was also a need to expand the range of services for mature residents—social, recreational, in-home care and meals-on-wheels.

The support for a senior housing complex was broad-based across all age cohorts except those respondents under 41 years. With those respondents with whom I had focus session discussions, strong sentiment was expressed about continuity of life style (remaining in the area, contact with friends, family and religious congregations.

Respectfully submitted,

GILL BLONSLEY, MPA
for Wednesday Corporation

We thank the following organizations for their assistance in conducting this Needs Assessment:

Dan's Supermarket

Interfaith Council

KPCW Radio

LDS Relief Society

Main Street Business Alliance

Newcomers Club

Park City Chamber of Commerce

Park City Film Series

Park City Library

Park City Lions Club

Park City Racquet Club

Park City Rotary Club

Primetimers Club

Selected local physicians

Senior Citizens Center

Sunrise Rotary Club

City Council
Staff Report

PARK CITY 1884

PLANNING DEPARTMENT

Planner:	**Patrick Putt**
Subject:	**Park City Public Works Subdivision Preliminary/Final Plat 1630 Shortline Drive**
Date:	**December 1, 2005**
Type of Item:	**Administrative**
Applicant:	**Park City Municipal Corporation**
Zone:	**General Commercial (GC)**

RECOMMENDATION: Staff recommends that Council approve the proposed subdivision pursuant to the attached ordinance.

BACKGROUND

Park City Municipal Corporation seeks preliminary/final plat approval to subdivide the City's Public Works Department property into two lots of record. The overall site is 5.71 acres in size and zoned General Commercial (GC). The property is bounded by Ironhorse Drive on the north; Shortline Drive on the west; and Deer Valley Drive on the south. Adjacent land uses include commercial retail uses to the north; resort residential and commercial to the west; residential and City Park to the south; and commercial/office to the east. Proposed Lot 1 is 5.11 acres and comprises the City's Public Works Department complex. Lot 2 is 0.59 acres and is currently vacant and located within the Frontage Protection Zone (FPZ). A Mountain Fuel/Questar gas line easement runs through Lot 2 and a private sewer lateral (with no associated easement) crosses the southwest corner of the property. The property is located within the Prospector Soils District boundary. A copy of the proposed subdivision is attached to this report.

The Public Works property is encumbered by an obligation to provide twelve (12) parking spaces for the Copper Bottom Inn Condominiums. The commitment for six of the twelve parking spaces is a result of the City's 1983 acquisition of Deer Valley Drive right-of-way across the Copper Bottom Inn's property. The right-of-way purchase and subsequent road construction eliminated condominium parking spaces. The eliminated parking spaces were replaced with a parking easement for six spaces on the subject Public Works site. In 1991, the City agreed to allow an additional six (6) Copper Bottom Inn parking spaces to be placed on the Public Works property. The City's agreement to allow the additional 6 spaces *(for a total of 12 parking spaces)* came as a result of remedying a Copper Bottom Inn parking deficiency associated with unit remodels and a kitchen expansion.

ANALYSIS

The proposed subdivision meets all requirements of the General Commercial Zoning District and the Subdivision Code. There is no minimum lot size in the GC District. Both proposed lots have access to public streets. All necessary utilities are available near the site. Prior to the issuance of any building permits on Lot 2, the existing Mountain Fuel/Questar easement and gas line will need to be relocated to accommodate future development *(see Conditions of Approval No. 3, 4, and 5)*. Development of Lot 2 is subject to the Land Management Code's Frontage Protection Zone requirements.

The applicant has agreed to add a note to the plat for Lot 2 which specifies that any future Development of Lot 2 shall provide six (6) underground parking spaces for permanent use by Copper Bottom Inn property owners. The plat note is to further specify that the Copper Bottom Inn property owners are permitted the use of up to six additional parking spaces on Lot 2 provided that said use is limited in time between the hours of 6PM and 7AM *(see Condition of Approval No. 6)*. The Copper Bottom Inn Association has endorsed this understanding. A parking easement agreement will be recorded with any sale. A copy of the easement agreement is attached to this report.

The Planning Commission held a public hearing on this matter on November 9, 2005. No public comment was received. The Planning Commission forwarded a positive recommendation to the Council on this application. The Commission's recommendation is memorialized in the attached Ordinance.

NOTICE
Notice of this hearing was sent to property owners within 300'. Staff has received two telephone inquiries regarding the proposed subdivision. No specific comment was received. Staff received an e-mail in opposition to the subdivision from Neal Krasnick *(attached)*. Mr. Krasnic contends that the property could be used in the future for transportation purposes.

DEPARTMENT REVIEW
The Planning Department has reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with the Land Management Code and State Law prior to recordation. The request was evaluated by the City's interdepartmental staff review committee. No unresolved issues have been identified.

RECOMMENDATION
Staff recommends that Council approve the proposed subdivision pursuant to the attached ordinance.

EXHIBITS
Exhibit A –Plat
Exhibit B – Parking Easement Agreement

AN ORDINANCE APPROVING THE PARK CITY PUBLIC WORKS SUBDIVISION PLAT, A SUBDIVISION LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH.

WHEREAS, the owner of the property located at 1630 Shortline Drive, has petitioned the City Council for approval of a plat amendment; and

WHEREAS, proper notice was sent and the property posted according to requirements of the Land Management Code and State Law; and

WHEREAS, on November 9, 2005 the Planning Commission held a public hearing to receive public input on the proposed plat amendment and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed action subdivides a 5.71 acre property located within southwest quarter of Section 9, Township 2, Range 4 East, Salk Lake Base and Meridian, Park City, Summit County, Utah into two lots of record; and

WHEREAS, it is in the best interest of Park City Utah to approve the plat amendment.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Park City, Utah as follows:

SECTION 1. FINDINGS OF FACT. The above recitals are hereby incorporated as findings of fact. The following are also adopted by City Council as findings of fact:

1. The subject 5.71 acre property is located in the General Commercial (GC) Zoning District.
2. The applicant has submitted a combined preliminary/final subdivision plat application to subdivide the property into two lots of record.
3. The subject property is bounded by Ironhorse Drive on the north; Shortline Drive on the west; and Deer Valley Drive on the south.
4. The land uses adjacent to the subject property include commercial retail uses to the north; resort residential and commercial to the west; residential and City Park to the south; and commercial/office to the east.
5. Proposed Lot 1 is 5.11 acres and comprises the City's Public Works Department complex.
6. Proposed Lot 2 is 0.59 acres in size and currently vacant.
7. Proposed Lot 2 is located within the Frontage Protection Zone (FPZ).
8. A Mountain Fuel/Questar gas line and easement run through Lot 2 and a private sewer lateral (with no associated easement) runs along the southwest corner of the subject property.
9. The property is located within the Prospector Soils District boundary.
10. The subject property is encumbered by an obligation to provide twelve (12) parking spaces for the Copper Bottom Inn Condominiums. Said commitment for six of

the twelve parking spaces is a result of the City's 1983 acquisition of Deer Valley Drive right-of-way across the Copper Bottom Inn's property. In 1991, the City agreed to allow an additional six (6) Copper Bottom Inn parking spaces *(for a total of 12 parking spaces)* to be placed on the Public Works property as a result of remedying a Copper Bottom Inn parking deficiency associated with unit remodels and a kitchen expansion.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby adopts the following Conclusions of Law:

1. There is good cause for this amendment.
2. The amendment is consistent with the Park City Land Management Code and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed amendment.
4. As conditioned the amendment is consistent with the Park City General Plan.

SECTION 3. CONDITIONS OF APPROVAL. The City Council hereby adopts the following Conditions of Approval:

1. The City Attorney and City Engineer review and approval of the final form and content of the plat for compliance with the Land Management Code and conditions of approval are a condition precedent to recording the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
2. Relocation of the existing Mountain Fuel/Questar gas line easement and gas line in a manner approved by the City Engineer is a condition precedent to issuance of a building permit on Lot 2.
3. Dedication of a sewer easement on Lot 2 in a manner approved by the City Engineer is a condition precedent to plat recordation.
4. A note shall be added to the plat that the property lies within the Prospector Soils District boundary and may have other environmental issues as well relating to its industrial use in the past.
5. Prior to recordation, a note shall be added to the plat stating that "any future development on Lot 2 requires the property owner to provide six (6) underground parking spaces for permanent use by Copper Bottom Inn property owners and their lessees and assign." The plat note is to further specify that "the Copper Bottom Inn property owners and their lessees and assigns are permitted the use of up to six additional parking spaces on Lot 2 provided that said use is limited in time between the hours of 6PM and 7AM. Maintenance and enforcement of said parking spaces shall be the responsibility of the property owner."

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 1st day of December 2005.

PARK CITY PUBLIC WORKS SUBDIVISION PLAT

LYING WITHIN THE SOUTHWEST QUARTER OF
SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

LEGAL DESCRIPTION:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL E OF THE FIRST AMENDED RECORD OF SURVEY PLAT IRONHORSE PARK COMMERCIAL SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER AS PLAT ENTRY NO. 425123; THENCE SOUTH 1°47'42" EAST ALONG THE WESTERN BOUNDARY OF SAID SUBDIVISION A DISTANCE OF 468.82 FEET TO THE NORTHEAST CORNER OF DEER VALLEY DRIVE SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER AS PLAT ENTRY NO. 434627, BASIS OF BEARING BEING BETWEEN FOUND CORNERS ALONG SAID LINE; THENCE SOUTH 88°12'18" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 343.52 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH 1°47'42" EAST ALONG THE WESTERN LINE OF SAID SUBDIVISION A DISTANCE OF 201.13 FEET TO A POINT ON A 580.00 FOOT NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS SOUTH 3°37'30" EAST, SAID POINT ALSO BEING ON THE NORTH LINE OF DEER VALLEY DRIVE RIGHT-OF-WAY, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER AS ENTRY NO. 199138, BOOK M242, PAGE 212-213; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND THROUGH A CENTRAL ANGLE OF 0°32'30", A DISTANCE OF 5.48 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 86°00'00" WEST A DISTANCE OF 107.69 FEET TO A POINT ON A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, CENTER POINT BEARS NORTH 82°10'52" EAST, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY OF SHORT LINE ROAD; THENCE LEAVING SAID DEER VALLEY DRIVE RIGHT-OF-WAY, NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID SHORT LINE ROAD RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 3°49'42", A DISTANCE OF 1.00 FOOT; THENCE CONTINUING ALONG SAID SHORT LINE ROAD RIGHT-OF-WAY THE FOLLOWING FOUR (4) CALLS: 1) NORTH 4°00'00" WEST A DISTANCE OF 54.29 FEET TO A POINT ON A 250.00 FOOT RADIUS CURVE TO THE LEFT; 2) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND THROUGH A CENTRAL ANGLE OF 17°00'03", A DISTANCE OF 74.18 FEET; 3) THENCE NORTH 21°00'00" WEST A DISTANCE OF 403.86 FEET TO A POINT ON A 15.00 FOOT RADIUS CURVE TO THE RIGHT; 4) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND THROUGH A CENTRAL ANGLE OF 95°27'17", A DISTANCE OF 24.99 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF IRONHORSE DRIVE, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER AS ENTRY NO. 317180, BOOK 546, PAGE 471; THENCE LEAVING SAID SHORT LINE ROAD RIGHT-OF-WAY LINE NORTH 74°28'14" EAST ALONG SAID IRONHORSE DRIVE RIGHT-OF-WAY LINE A DISTANCE OF 812.28 FEET TO THE POINT OF BEGINNING.

CONTAINS 5.71 ACRES, MORE OR LESS

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that by the virtue of a corporate resolution, Park City Municipal Corporation, owner of the herein described tract of land, to be known hereafter as the PARK CITY PUBLIC WORKS SUBDIVISION PLAT, do hereby certify that I have caused this plat to be prepared, and does hereby consent to the recordation of this plat.

ALSO, the owner, or his/her representatives, hereby irrevocably offers for dedication to the City of Park City all the streets, land for local government uses, easements, parks, and required utilities and easements shown on the plat and construction drawings in accordance with and irrevocable of dedication.

In witness whereof, I have hereunto set my hand this ________ day of ______________ 2005.

____
Dana Williams, Mayor
Park City Municipal Corporation

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
County of Summit
Personally appeared before me this __________ day of ____________________ 2005 the following:
Dana Williams, who after being duly sworn, acknowledged to me that he is Mayor, Park City Municipal Corporation and that he signed the owners dedication freely and voluntarily for and on behalf of said corporation and that said corporation executed the same.

MY COMMISSION EXPIRES ______________________ ______________________ NOTARY PUBLIC

RESIDING IN ______________________

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that by the virtue of a corporate resolution, The Redevelopment Agency of Park City and the Municipal Building Authority of Park City, UT, owners of the herein described tract of land, to be known hereafter as the MARSAC PARKING STRUCTURE SUBDIVISION PLAT, do hereby certify that I have caused this plat to be prepared, and does hereby consent to the recordation of this plat.

ALSO, the owners, or his/her representatives, hereby irrevocably offers for dedication to the City of Park City all the streets, land for local government uses, easements, parks, and required utilities and easements shown on the plat and construction drawings in accordance with and irrevocable of dedication.

In witness whereof, I have hereunto set my hand this ________ day of ______________ 2005.

____
The Redevelopment Agency of Park City
By: Dana Williams, Chairman

____
Municipal Building Authority of Park City, UT.
By: Dana Williams, Chairman

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
County of Summit
Personally appeared before me this __________ day of ____________________ 2005 the following:
Dana Williams, who after being duly sworn, acknowledged to me that he is Chairman of The Redevelopment Agency of Park City and of the Municipal Building Authority of Park City, UT., and that he signed the owners dedication freely and voluntarily for and on behalf of said corporation and that said corporation executed the same.

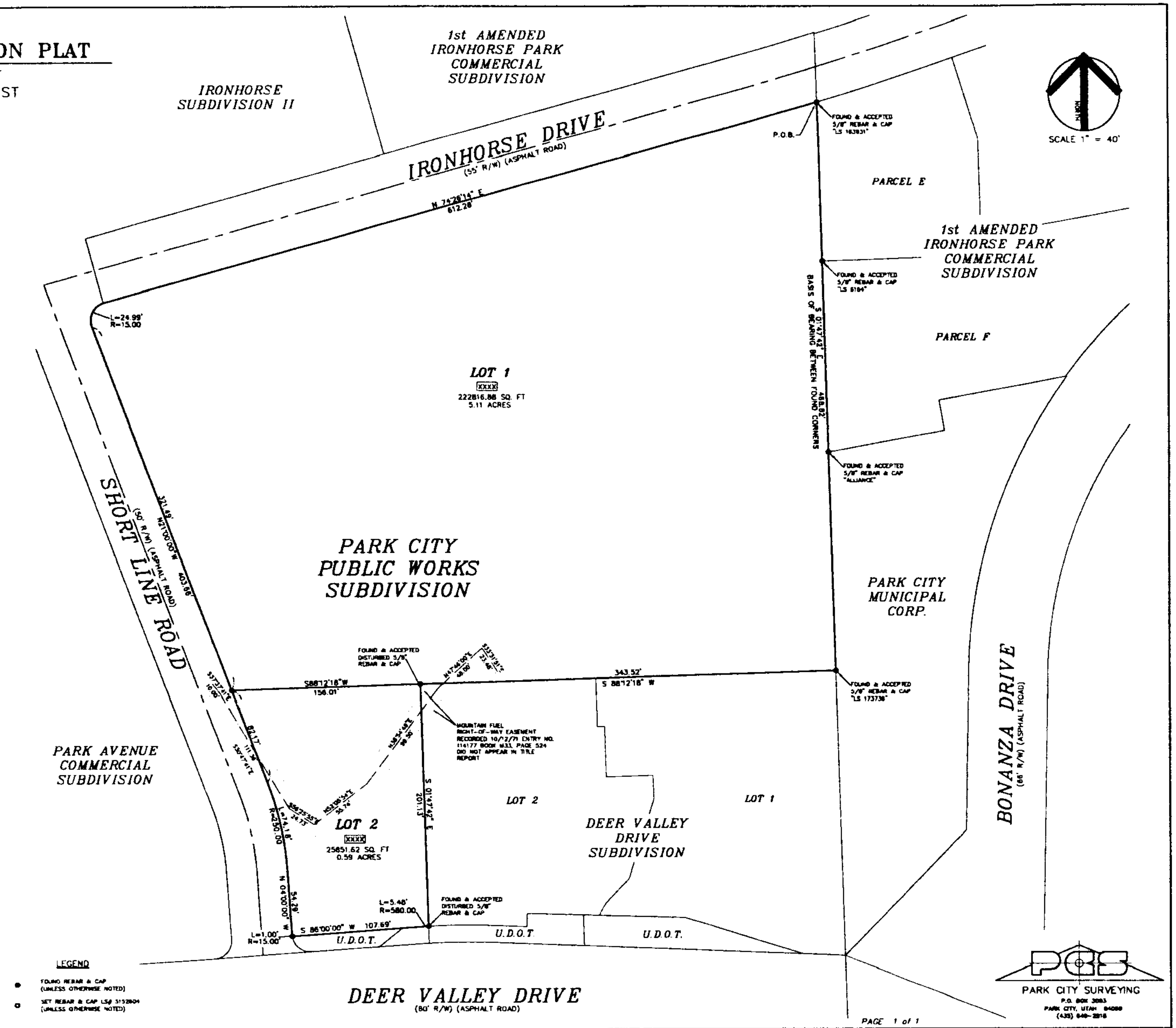
MY COMMISSION EXPIRES ______________________ ______________________ NOTARY PUBLIC

RESIDING IN ______________________

SURVEYOR'S CERTIFICATE

I, CHRISTOPHER BRAUN, OF OAKLEY UTAH, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, HOLDING LICENSE NO. 5152604. I FURTHER CERTIFY I HAVE PERFORMED A SURVEY ON THE HEREON DESCRIBED PROPERTY AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED.

______________________________ CHRISTOPHER R. BRAUN ______________ DATE:



PARK CITY PLANNING COMMISSION
APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS DAY OF __________ A.D. 2005.
______________ CHAIRMAN

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF __________, 2005 A.D.
BY ______________ PARK CITY RECORDER

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF __________, 2005 A.D.
BY ______________ S.B.W.R.D.

ENGINEERS CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF __________, 2005 A.D.
BY ______________ PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____ DAY OF __________ 2005 A.D.
BY ______________ PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF __________, 2005 A.D.
BY ______________ MAYOR

RECORDED
STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF __________
DATE ______ TIME ______ BOOK ______ PAGE ______
______ FEE ______ RECORDER

AMENDED GRANT OF EASEMENT
COPPERBOTTOM OWNERS ASSOCIATION

PARK CITY MUNICIPAL CORPORATION ("City"), a municipality of the State of Utah, and **COPPERBOTTOM OWNERS ASSOCIATION** ("Copperbottom"), a Utah Condominium Association, hereby agree to amend the Grant of Easement Agreement dated June 29, 1983, over the following tract of land:

> That land conveyed to Park City by Royal Street lane Company by quit claim deed, recorded in Book M-212 at Pages 45 and 46 of the official ownership records of Summit County, Utah, and assessed as Parcel SA-224-L-1 being more particularly referred as:
>
> Beginning at a point 1162.65 feet South and 1087.08 feet West of the center of Section 9, Township 2 South, Range 4 East, Salt Lake Base & Meridian, said point also being on the Easterly right-of-way line of Short Line Road and running thence North 21°00' West along said Easterly right-of-way line 149.17 feet to a point of a 15.00 foot radius curve to the right, the radius point of which is North 69°00' East 15.00 feet; thence Northeasterly along the arc of said curve 24.99 feet; thence North 74°26'14" East 319.01 feet; thence South 1°47'42" East 141.76 feet; thence South 69°00' West 287.361 feet to the point of beginning. Contains 1.0753 acres.
>
> And also:
>
> Beginning at a point 1333.86 feet South and 1021.36 feet West of the center of Section 9, Township 2 South, Range 4 East, Salt Lake Base & Meridian, said point being on the Easterly right-of-way line of Short Line Road and running thence North 69°00' East 223.48 feet; thence South 1°47'42" East 62.11 feet; thence South 38°23'33" East 115.00 feet; thence South 51°36'27" West 210.175 feet to the Northerly right-of-way line of Snow Country Drive; thence South 86°00' West along said Northerly right-of-way line 56.09 feet to a point of a 15.00 foot radius curve to the left, the radius point of which is North 4°00' West 15.00 feet; thence Northwesterly along the arc of said curve 23.56 feet to a point of tangency and the Easterly right-of-way line of Short Line Road; thence North 4°00' West along said Easterly right-of-way line 54.29 feet to a point of a 250.00 foot radius curve to the left, the radius point of which is South 86°00' West 250.00 feet; thence Northwesterly along the arc of said curve and Easterly right-of-way line 74.18 feet to a point of tangency; thence North 21°00'

West along said Easterly right-of-way line 71.10 feet to the point of beginning. Contains 1.0753 acres.

Whereas, the purpose of this amendment is to confirm the expansion of the Grant of Easement Agreement in 1991 and approve the relocation of the spaces in conformance with Paragraph 3 of the Grant of Easement Agreement due to sale of the property to Frontier Bank ("Buyer"). Now therefore, for good and valuable consideration, the sufficiency and receipt of which is acknowledged, the parties agree as follows:

1. The parties acknowledge that the Grant of Easement Agreement was amended to apply to a total of twelve (12) parking spaces in 1991.

2. Six spaces shall be located inside the underground parking garage to be constructed by Buyer. Buyer and Cottombottom may enter their own agreement regarding access and use of the parking.

3. Six spaces shall be designated surface parking spaces that Cottombottom and its invitees shall be entitled to use during hours which the Buyer's bank is closed. Buyer shall use all reasonable efforts to locate such parking on the east side of the property.

4. This amendment is made without reference to a fixed location of said parking, with the intent that such location shall be specified during the necessary approvals and development of the property, consistent with the terms herein.

5. Buyer is hereby assigned the Grant of Easement Agreement.

This Agreement sets forth the full agreement between these parties. (Signature and notary blocks omitted) *Park City Municipal Corporation, Copperbottom, Frontier Bank*

City Council Staff Report

PARK CITY 1884

Public Works

Author: Jerry W. Gibbs
Subject: Sale of Short Line Parcel
Date: December 8, 2005
Type of Item: Property-Sale of City Property

SUMMARY RECOMMENDATIONS: Hold a public hearing to solicit comments on the proposed sale. Staff is recommending the approval of a Real Estate Purchase Contract (REPC) to Frontier Bank for the sale of Lot 2, Public Works Subdivision (Short Line Lot) for the amount of one million dollars ($1,000,000).

DESCRIPTION:
Topic:
Sale of Lot 2, Public Works Subdivision

Background:
The Short Line property (Lot 2) was identified in the "Strategic Plan for City Properties with Development Potential" adopted by the City Council. The property is approximately .46 acres, zoned general commercial, has a 12 space parking easement for the Copper Bottom Inn, a sewer easement in the frontage protection zone and a gas service line through the property. Lot 2 was subdivided from a portion of the 5.66 acres currently occupied by Park City Public Works. Offers in various forms were submitted by Frontier Bank, Sculptured Ventures, LLC, and the group of Dusty Orell, Michael Lapay and Hank Louis. All were willing to buy for at least the appraised value. The City Council identified Frontier Bank for the REPC negotiations due to the proposed office use, willingness to access the site from Short Line only and the willingness to pay the top of the appraisal range. The property was appraised by Appraisal Group, Inc. in May of 2005 at a value in the range of $830,000 to $1,000,000.

Analysis:
A notice was published in the Park Record on November 16th in accordance with State Law. The general terms of the agreement from Frontier Bank are:
Purchase Price: $1 million
Term of Escrow: 30 days
Other Conditions:

1. Six permanently identified parking spaces and access to six additional floating parking spaces available to the Copper Bottom Inn
2. Gas line relocation at the cost of Frontier Bank.
3. Private Sewer lateral Easement.
4. Park City would cover ½ of the cost for soils mitigation up to $10,000

Deposit: $50,000

Jeff Schoenbacher/Ron Ivie has made the following assessment of the soils issues based on the general parking structure layout:

- Plan identifies 11,600 sq/ft of underground parking. .
- Approximately 9,000/ cu. yds. of material would be excavated (over excavation due to uncertainty of the material)
- $9 to $11/ ton/ cu. yd. for excavation & haulage to Richardson Repository
- $2.25/cu. yd. received by the repository
- The estimated repository fee is $13,500-$20,000 (not all material would qualify)
- Soils would have a fairly elevated levels of lead (3,301 ppm average)

To move forward to sell the property, or to lease it with option to purchase, Utah State Code specifies a certain process.

(a) Before a municipality may dispose of a significant parcel of real property, the municipality shall:
(b) Provide reasonable notice of the proposed disposition at least 14 days before the opportunity for public comment under Subsection (4)(a)(ii); and
(c) Allow an opportunity for public comment on the proposed disposition.

Whenever the City looks at financing or investing in a project, the City must follow the investment policy, which is outlined in detail on page 59 of Volume 1 of the budget document. The investment policy is based on Utah State law and the "prudent man rule" and requires the City to evaluate the best way to manage financial assets. The City's primary investment objective is to receive a reasonable rate of return while minimizing the potential for capital losses arising from market changes or issuer default. The purchase price is at the top end of the appraisal.

Staff believes this test has been met and is recommending the sale of Lot 2, Public Works Subdivision to Frontier Bank. The REPC is attached.

ALTERNATIVES

A. Authorize the sale of Lot 2, Public Works Subdivision for $1,000,000 to Frontier Bank.
B. Advertise the sale of property to the highest bidder.
C. Reject the offer and expand the Public Works operation.

SIGNIFICANT IMPACTS

The land sale would generate funding to purchase property for expanding Public Works/Transit needs. The sale of Lot 2 is consistent with the City's Surplus Property Policy.

RECOMMENDATION:

Staff is recommending the sale and approval of the REPC to sell Lot 2, Public Works Subdivision to Frontier Bank for $1,000,000.

REAL ESTATE PURCHASE CONTRACT
SHORT LINE PARCEL (PUBLIC WORKS SIDE LOT #2)

This is a legally binding contract. Utah law regulates real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete the provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

BUYER: **FRONTIER BANK**

SELLER: **PARK CITY MUNICIPAL CORPORATION**, a municipal corporation and political subdivision of the State of Utah (the "City" or "Seller").

OFFER TO PURCHASE

1. **PROPERTY**: The subject property is located in the County of Summit, State of Utah, and described more specifically as follows:

Lot 2 Public Works Subdivision

1.1 **Included Items**. Unless excluded herein , this sale includes the following items if presently attached to the Property: plumbing, heating, air conditioning fixtures and equipment; ceiling fans; water heater; built-in appliances; light fixtures and bulbs; bedroom fixtures; curtains, draperies and rods; window and door screens; storm doors and windows; window blinds; awnings; installed television antenna; satellite dishes and system; permanently affixed carpets; automatic garage door opener and accompanying transmitter(s); fencing; and trees and shrubs. The following items shall also be included in this sale and conveyed under separate Bill of Sale with warranties as to title: None.

1.2 **Excluded Items**. The following items are excluded from this sale: **All (Property is vacant).**

1.3 **Water Rights**. **There are no water rights included in this sale.**

1.4 **Survey**. (Check applicable boxes):
A survey:
☑ **WILL**
9 WILL NOT be prepared by a licensed surveyor.

The Survey Work will be:
☑ **Property corners staked**
9 Boundary Survey
9 Boundary & Improvements survey
9 Other (specify) _________________.

Responsibility for payment:
9 Buyer
☑ **Seller**
9 Buyer and Seller share equally.

Buyer's obligation to purchase under this Contract:
9 IS
☑ **IS NOT conditioned upon Buyer=s approval of the Survey Work.**
If yes, the terms of the attached Survey Addendum apply.

2. **PURCHASE PRICE**. The Purchase Price for the Property is **$ 1,000,000 One Million Dollars.**

2.1 **Method of Payment**. The Purchase Price will be paid as follows:

$ 50,000.00	a. Earnest Money Deposit. Under certain conditions described in this Contract. **THIS DEPOSIT MAY BECOME TOTALLY NON-REFUNDABLE.**
$________	b. New Loan, Buyer agrees to apply for a new loan as provided in Section 2.3. Buyer will apply for one or more of the following loans: 9 **CONVENTIONAL** 9 **FHA** 9 **VA** 9 **OTHER** (specify): ________________ If an FHA/VA loan applies, see attached FHA/VA Loan Addendum. If the loan is to include any particular terms, then check below and give details: **SPECIFIC LOAN TERMS**:
$________	c. Loan Assumption (see attached Assumption Addendum if applicable)
$________	d. Seller Financing (see attached Seller Financing Addendum if applicable)
$________	e. Other (specify)________________
$ 950,000.00	f. Balance of Purchase Price in Cash at Settlement
$ 1,000,000.00	**PURCHASE PRICE (total of a. through f.)**

2.2 **Financing Condition**. (check applicable box)
a. 9 Buyer=s obligation to purchase the Property IS conditioned upon Buyer qualifying for the applicable loan(s) referenced in Section 2.1 (b) or (c) Athe Loan@). This condition is referred to as the AFinancing Condition".
b. ☑ Buyer=s obligation to purchase the Property IS NOT conditioned upon Buyer qualifying for a loan.

2.3 **Appraisal of Property**. Buyer=s obligation to purchase the Property 9 IS ☑ **IS NOT** conditioned upon the Property appraising for not less than the Purchase Price. If the appraisal condition applies and the Property appraises for less than the Purchase Price, Buyer may cancel this Contract by providing written notice to Seller no later than three (3) calendar days after Buyers receipt of notice of the appraised value. In the event of such cancellation, the Earnest Money Deposit shall be released to Buyer. A failure to cancel as provided in this Section 2.4 shall be deemed a waiver of the appraisal condition by Buyer.

3. **SETTLEMENT AND CLOSING**. Settlement shall take place on the Settlement Deadline referenced in Section 24(d), or on a date upon which Buyer and Seller agree in writing. ASettlement@ shall occur only when all of the following have been completed:

a. Buyer and Seller have signed and delivered to each other or to the escrow closing office all documents required by this Contract, by the Lender, by written escrow Instructions or by applicable law;

b. any monies required to be paid by Buyer under these documents, except for the proceeds of any new loan, have been delivered by Buyer to Seller or to the escrow closing office in the form of collected or cleared funds; and

c. any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds. Seller and Buyer shall each pay one-half (2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year, rent, and interest on assumed obligations shall be prorated at settlement as set forth in this Section. Tenant deposits, including, but not limited to, security deposits, cleaning deposits, and prepaid rents, shall be paid or credited by Seller to Buyer at Settlement. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The transaction will be considered closed when Settlement has been completed, and when all of the following have been completed:

(i) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and

(ii) the applicable Closing documents have been recorded in the office of the county recorder.

The actions described in parts (i) and (ii) of the preceding sentence shall be completed within four (4) calendar days of Settlement.

4. **POSSESSION**. Seller shall deliver physical possession to Buyer within: 9 hours _________days after Closing; ☑Other - Next Business Day

5. **CONFIRMATION OF AGENCY DISCLOSURE**. At the signing of this Contract:

♥ ♠ Seller=s Initials ♥ ♠ Buyer=s Initials

a. The Listing Agent, ________N/A_________________, represents 9 Seller 9 Buyer 9 both Buyer and Seller as a Limited Agent; or

b. The Selling Agent, ________N/A_________________, represents 9 Seller 9 Buyer 9 both Buyer and Seller as a Limited Agent; or

c. The Listing Broker, ________N/A_________________, represents 9 Seller 9 Buyer

9 both Buyer and Seller as a Limited Agent; or

d. The Selling Broker, ________N/A________________, represents 9 Seller 9 Buyer 9 both Buyer and Seller as a Limited Agent.

6. **TITLE INSURANCE**. At Settlement, Seller agrees to pay for a standard-coverage owner=s policy of title insurance insuring Buyer in the amount of the Purchase Price.

7. **SELLER DISCLOSURES**. No later than the Seller Disclosure Deadline referenced in Section 24(b), Seller shall provide to Buyer the following documents which are collectively referred to as the ASeller Disclosures@:

a. a Seller property condition disclosure for the Property, signed and dated by Seller;
b. a commitment for the policy of title insurance;
c. a copy of any leases affecting the Property not expiring prior to Closing;
d. written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations; and
e. Other - Warranty Deed dated April 21, 1983 to provide six (6) floating parking spaces and six (6) additional sparking spaces as outlined in letter dated April 10, 1991.

8. **BUYER=S RIGHT TO CANCEL BASED ON EVALUATIONS AND INSPECTIONS.** Buyer=s obligation to purchase under this Contract (check applicable boxes):

9 IS ☑ **IS NOT** conditioned upon Buyer=s approval of the content of all the Seller Disclosures referenced in Section 7;

9 IS ☑ **IS NOT** conditioned upon Buyer=s approval of a physical condition inspection of the Property;

9 IS ☑ **IS NOT** conditioned upon Buyer=s approval of the following tests and evaluations of the Property (specify):

If any of the above items are checked in the affirmative, then Sections 8.1, 8.2, 8.3, and 8.4 apply; otherwise, they do not apply. The items checked in the affirmative above are collectively referred to as the AEvaluations & Inspections.@ Unless otherwise provided in this Contract, the Evaluations & Inspections shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer=s choice. Seller agrees to cooperate with the Evaluations and Inspections and with the walk-through Inspection under Section 11.

8.1 **Evaluations & Inspections Deadline**. No later than the Evaluations & Inspections Deadline referenced in Section 24(c) Buyer shall: (a) complete all Evaluations & Inspections; and (b) determine if the Evaluations & Inspections are acceptable to Buyer.

8.2 **Right to Cancel or Object**. If Buyer determines that the Evaluations and Inspections are unacceptable, Buyer may no later than the Evaluations & Inspection Deadline, either:

a. cancel this Contract by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer; or
b. provide Seller with written notice of objections.

8.3 **Failure to Respond**. If by the expiration of the Evaluations & Inspections Deadline, Buyer does not:

a. cancel this Contract as provide in Section 8.2; or

b. deliver a written objection to Seller regarding the Evaluations & Inspections, the Evaluations & Inspections shall be deemed approved by Buyer.

8.4 **Response by Seller**. If Buyer provides written objections to Seller, Buyer and Seller shall have seven (7) calendar days after Seller=s receipt of Buyer=s objections (the AResponse Period@) in which to agree in writing upon the manner of resolving Buyer=s objections. Seller may, but shall not be required to, resolve Buyer=s objections. If Buyer and Seller have not agreed in writing upon the manner of resolving Buyer=s objections, Buyer may cancel this Contract by providing written notice to Seller no later than three (3) calendar days after expiration of the Response Period, whereupon the Earnest Money Deposit shall be released to Buyer, if this Contract is not canceled by Buyer under this Section 8.4. Buyer=s objections shall be deemed waived by Buyer. This waiver shall not affect those items warranted in Section 10.

9. **ADDITIONAL TERMS**. There ☑ ARE **ARE NOT** addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference: 9

Addendum No. ___1____ 9

Survey Addendum 9 Seller

Financing Addendum 9

FHA/VA Loan Addendum 9

Assumption Addendum 9

Lead-Based Paint Addendum (in some transactions this addendum is required by law) 9

Other (specify):

10. **SELLER WARRANTIES & REPRESENTATIONS.**

10.1 **Condition of Title**. Seller represents that Seller has fee title to the Property and will convey good and marketable title to Buyer as Closing by general warranty deed, unless the sale is being made pursuant to a real estate contract which provides for title to pass at a later date. In that case, title will be conveyed in accordance with the provisions of that contract. Buyer agrees, however, to accept title to the Property subject to the following matters of record: easements, deed restrictions, CC&R=s, meaning covenants, conditions and restrictions, and rights-of-way; and subject to the contents of the Commitment for Title Insurance as agreed to by Buyer under Section 8. Buyer also agrees to take the Property subject to existing leases affecting the Property and not expiring prior to Closing. Buyer agrees to be responsible for taxes, assessments, homeowners association dues, utilities, and other services provided to the Property after Closing. Except for any loan(s) specifically assumed by Buyer under Section 2.1(c), Seller will cause to be paid off by closing all mortgages, trust deeds, judgments, mechanic=s liens, tax liens and warrants. Seller will cause to be paid current by

Closing all assessments and homeowners association dues.

10.2 **Condition of Property**. Seller warrants that the Property will be in the following condition **ON THE DATE SELLER DELIVERS PHYSICAL POSSESSION TO BUYER**:

a. the Property shall be broom-clean and free of debris and personal belongings. Any Seller or tenant moving-related damage to the Property shall be repaired at Seller=s expense;

b. the heating, cooling, electrical, plumbing and sprinkler systems and fixtures, and the appliances and fireplaces will be in working order and fit for their intended purposes;

c. the roof and foundation shall be free of leaks known to Seller;

d. any private well or septic tank serving the Property shall have applicable permits, and shall be in working order and fit for its intended purpose; and

e. the Property and improvements, including the landscaping, will be in the same general condition as they were on the date of Acceptance.

11. **WALK-THROUGH INSPECTION**. Before Settlement, Buyer may, upon reasonable notice and at a reasonable time, conduct a Awalk-through@ inspection of the Property to determine only that the Property is Aas represented,@ meaning that the terms referenced in Sections 1.1, 8.4 and 10.2 (Athe items@) are respectively present, repaired/changed as agreed, and in the warranted condition. If the items are not as represented, Seller will, prior to Settlement, replace, correct or repair the items or, with the consent of Buyer (and Lender if applicable), escrow an amount at Settlement to provide for the same. The failure to conduct a walk-through inspection, or to claim that an item is not as represented, shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.

12. **CHANGES DURING TRANSACTION**. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer:

(a) no changes in an existing lease shall be made;

(b) no new leases shall be entered into;

(c) no substantial alterations or improvements to the Property shall be made or undertaken; and

(d) no further financial encumbrances to the Property shall be made.

13. **AUTHORITY OF SIGNERS**. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company, or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. **COMPLETE CONTRACT**. This Contract together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties.

15. **DISPUTE RESOLUTION**. The parties agree that any dispute, arising prior to or after Closing, related to this Contract 9 shall 9 may, upon mutual agreement of the parties, first be submitted to mediation. If the parties agree to mediation, the dispute shall be submitted to mediation through a mediation provider mutually agreed upon by the parties. Each party agrees to bear its own costs of mediation. If mediation fails, the other procedures and remedies available under this Contract shall apply. Nothing in this Section 15 shall prohibit any party from seeking emergency equitable relief pending mediation.

16. **DEFAULT**. If Buyer defaults, Seller may elect either to retain the Ernest Money Deposit as liquidated damages, or to return it and sue Buyer to specifically enforce this Contract or pursue other remedies available at law. If Seller defaults, in addition to return of the Ernest Money Deposit, Buyer may elect either to accept from Seller a sum equal to the Ernest Money Deposit as liquidated damages, or may sue Seller to specifically enforce this Contract or pursue other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand. It is agreed that denial of a Loan Application made by the Buyer is not a default and is governed by Section 2.3(b).

17. **ATTORNEY FEES AND COSTS**. In the vent of litigation or binding arbitration to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be rewarded for participation in mediation under Section 15.

18. **NOTICES**. Except as provided in Section 23, all notices required under this Contract must be:

a. in writing;

b. signed by the party giving notice; and

c. received by the other party or the other party=s agent no later than the applicable date referenced in this Contract.

19. **ABROGATION**. Except of the provisions of Sections 10.1, 10.2, 15 and 17 and express warranties made in this Contract, the provisions of this Contract shall not apply after Closing.

20. **RISK OF LOSS**. All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until the transaction is closed.

21. **TIME IS OF THE ESSENCE**. Time is of the essence regarding the dates set forth in this Contract. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in this Contract:

a. performance under each Section of this Contract which references a date shall absolutely re required by 5:00 P.M. Mountain Time on the stated date; and

b. the term Adays@ shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement, i.e., Acceptance, receipt of the

Seller Disclosures, etc. Performance dates and times reference herein shall not be binding upon title companies, lenders, appraisers and others not parties to this Contract, except as so otherwise agreed to in writing by such non-party.

22. **FAX TRANSMISSION AND COUNTERPARTS.** Facsimile (fax) transmission of a signed copy of this Contract, any addenda and counteroffers, and the retransmission of any signed fax shall be the same as delivery of an original. This contract and any addenda and counteroffers may be executed in counterparts.

23. **ACCEPTANCE.** AAcceptance@ occurs when Seller or Buyer, responding to an offer or counteroffer of the other:
   a. signs the offer or counteroffer where noted to indicated acceptance; and
   b. communicates to the other party or to the other party=s agent that the offer or counteroffer has been signed as required.

24. **CONTRACT DEADLINES.** Buyer and Seller agree that the following deadlines shall apply to this Contract:
   a. Settlement Deadline: Within thirty days of Subdivision Approval of Lot 2 by the City Council)

25. **OFFER AND TIME FOR ACCEPTANCE.** Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by:
__________ 9A.M. 9P.M. Mountain Time on ________________________ (Date) this offer shall lapse, and the Brokerage shall return the Ernest Money Deposit to Buyer.

BUYER=S SIGNATURE ______________________________ Date ______________ Time______

Frontier Bank	1245 Deer Valley Drive, Park City, UT 84060	435-615-2265
(Buyers Names) - Please Print	**(Notice Address)**	**(Phone)**

THE LATER OF THE ABOVE OFFER DATES SHALL BE REFERRED TO AS THE AOFFER REFERENCE DATE.@

ACCEPTANCE / COUNTEROFFER / REJECTION

CHECK ONE:

9 **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on terms and conditions specified above.

9 **COUNTEROFFER**: Seller presents for Buyer=s Acceptance the terms of Buyer=s offer subject to the exceptions or modifications as specified in the attached **Addendum No.**___.

SELLER=S SIGNATURE ________________________ Date ____________ Time ________

(Sellers= Names) - Please Print **(Notice Address)** **(Phone)**

9 **REJECTION**: Seller Rejects the foregoing offer.

SELLER=S SIGNATURE ________________________ Date ____________ Time ________

(Sellers= Names) - Please Print **(Notice Address)** **(Phone)**

* * * * * * * * * * * *

Document Receipt

State law requires Broker to furnish Buyer and Seller copies of this Contract bearing all signatures. (*Fill in applicable section below.*)

A. **I acknowledge receipt** of a final copy of the foregoing Contract bearing all signatures:

BUYER=S SIGNATURE ________________________ Date ____________ Time ________

SELLER=S SIGNATURE ________________________ Date ____________ Time ________

B. **I personally** caused a final copy of the foregoing Contract bearing all signatures to be 9faxed 9mailed 9hand-delivered on ____________________ (Date), postage prepaid, to the 9Seller 9Buyer.

Sent/Delivered by (specify) ____

REAL ESTATE PURCHASE CONTRACT
SHORT LINE PARCEL (PUBLIC WORKS SIDE LOT #2)

Addendum No. 1

Park City will pay for one half of the cost for soils remediation up to $10,000.

City Council Staff Report

Author: Kent Cashel, Deputy Pub Wks Dir.
Subject: SUMMIT COUNTY-PARK CITY INTERLOCAL TRANSIT AGREEMENT
Date: December 8th, 2005
Type of Item: Administrative

PARK CITY 1881

Public Works

Summary Recommendations:
Adopt a resolution authorizing execution of an amended Summit County-Park City Interlocal Transit Agreement.

Description:

A. **Background:**
Staff began working with Summit County as early as 1998 to develop an integrated transit system to serve Park City and Western Summit County. In 2000 Summit County created the Kimball Area Transportation Special Services District, began assessing Kimball area businesses a transit fee and implemented a one route transit system. This transit system was operated by a third party contractor but administered by Park City Transit.

In 2001 Park City and Summit County worked cooperatively to develop an integrated Olympic transit system. In May of 2002 the City and Summit County executed an interlocal agreement whereby Summit County contracted with Park City for the provision of transit services in the Snyderville Basin. Park City and Summit County have operated under this original agreement since 2002.

In 2002 when the original agreement was executed Summit County's transit service was a seasonal one-route system that comprised a small proportion of overall Park City Transit operations. County service has grown to four routes that comprise 30% of Park City Transit's total service hours, 30 % of total service miles and 20% of total ridership.

As Summit County's transit service grows in complexity and scope it is reasonable to expect that the interlocal agreement that guides the City and County's cooperative effort will need to evolve to reflect this growth.

B. **Analysis:**
The current interlocal agreement automatically renews for successive one (1) year terms every December 31st. This agreement has served the City and County well to date.

City and County Staff have carefully reviewed the interlocal agreement and recommend five (5) amendments. These amendments will accomplish the following objectives:

- Update agreement to include the latest planning documents.
- Update agreement to reflect current membership of Joint Transit Advisory Board.
- Establish formal methodology for distribution of Federal and State financial assistance.
- Update agreement with current contact information.
- Establish a mechanism to adjust billing rates when diesel fuel prices significantly increase.

Staff recommends the following five amendments (specific language of amendments may be found in attached draft agreement under corresponding section):

Agreement Section	Recommended Amendment	Need for Amendment
1.C & 5.1	Amend guiding documents	Reflect the latest planning documents currently utilized.
1.3	Amend members and clearly delineate tasks of Joint Transit Advisory Board (JTAB).	Amendments will reflect current membership of advisory board and delineation of tasks will guide JTAB in achieving its minimum required objectives.
5.6	Clarify methodology for distribution of Federal and State financial assistance.	Park City and Summit County pursue joint federal and state financial assistance for transit. Clarification in advance of award of financial assistance will mitigate potential conflicts and assist both entities in budgeting for capital and operating needs.
6.4	Change City notice contact.	Streamlined communications.
7.2	Diesel fuel price index.	Double digit fuel inflation experienced during 2005 was not anticipated in original agreement. This amendment provides for process to adjust billing rate when fuel inflation justifies.

The Summit County Commission reviewed the amended agreement at its November 30th meeting. The Commission authorized execution of the agreement as presented in this report.

Further Considerations:
City and County staff were unable to resolve one contract issue arising from section 3.3 Equipment & Facilities. This section requires that, "all equipment purchased with Federal Transit Administration 5309 & 5311 funds on behalf of the County shall be conveyed by the city to the County and become the property of the County for the useful life of the equipment". While it is reasonable for the County to desire a secured interest in equipment the County purchases the Federal Transit Administration will not allow the conveyance of title to the County nor a the placement of a lien restriction on the titles of equipment funded in whole or in part with federal funds.

Staff will continue to work with the County and the Federal Transit Administration to determine a method acceptable to all parties that will secure the County's interest in federally funded assets.

It is important to note that contract Exhibit B contained with this report has not been formally adopted by Summit County and should be considered a draft exhibit only.

C. Department Review:
This report has been reviewed by The City Manager's office, The City Attorney's office and Public Works. All comments from these departments have been integrated into this report and recommendation.

Alternatives:

A. Approve the Request:
Council could adopt a resolution authorizing execution of an amended Summit County-Park City Interlocal Transit Agreement. This is Staff's recommendation.

B. Amend the Request:
Council could direct staff to amend the contract included with this report. This alternative would require additional negotiations with Summit County. Staff does not recommend this alternative.

C. Deny the Request:
Council could deny Staff's request.

D. Continue the Item:
Council could continue the item.

E. Do Nothing
Staff does not recommend this alternative.

Recommendation:
Adopt a resolution authorizing execution of an amended Summit County-Park City Interlocal Transit Agreement.

Resolution No.

A RESOLUTION APPROVING A TRANSPORTATION AGREEMENT BETWEEN PARK CITY MUNICIPAL CORPORATION AND SUMMIT COUNTY

WHEREAS, the Interlocal Cooperation Act provides that any power that may be exercised by any public agency may be exercised and enjoyed jointly with other public agencies pursuant to an agreement approved by resolution of the governing bodies of each such public agencies; and

WHEREAS, Park City Municipal Corporation (PCMC) has determined by vote of its governing body to enter into these Interlocal Cooperation Agreements to enhance the effectiveness of cooperative efforts between the parties and anticipates that Summit County (County) will do likewise; and

WHEREAS, it is necessary that PCMC and County cooperate with one another to effectively provide transportation services within and between the boundaries of both Park City and Summit County; and

WHEREAS, the PCMC and County jointly appointed the Joint Transit Advisory Board to assist with the formulation of a Regional Transportation system and the Transportation Agreement; and

WHEREAS, both PCMC and County will benefit from the coordinated operations contemplated by this Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Park City, Utah as follows:

1. The City Council hereby authorizes the Mayor to execute Transportation Agreement (attached as Exhibit A), in a form approved by the City Attorney's Office, and subject to County approval of the Transportation Agreement.

PASSED AND ADOPTED this 8th day of December, 2005.

PARK CITY MUNICIPAL CORPORATION AND SUMMIT COUNTY INTERLOCAL TRANSPORTATION AGREEMENT

THIS AGREEMENT ("AGREEMENT") is made and entered into this _______ day of ________________________, 2006, by and between the Park City Municipal Corporation (hereafter "the CITY") and the COUNTY of Summit (hereafter "COUNTY"), bodies corporate and politic of the state of Utah.

WHEREAS, the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. 1953, as amended, authorizes public agencies to enter into AGREEMENT with one another for joint or cooperative action; and

WHEREAS, the COUNTY and the CITY are public agencies desiring to provide quality and efficient transit services for residents within their respective jurisdictions, and

WHEREAS, the COUNTY has established the SNYDERVILLE BASIN TRANSIT DISTRICT to provide partial funding for operational and capital expenses associated with public transit services in the Kimball Junction area; and

WHEREAS, the CITY has the management and technical personnel and the necessary expertise and assets useful for the support of the COUNTY'S transportation project; and

WHEREAS, the COUNTY desires to obtain such services from the CITY; and

WHEREAS, the CITY is desirous of providing such services; and

WHEREAS, it is in the best interests of both parties to provide efficient delivery of transportation services;

NOW THEREFORE, in consideration of the foregoing recitals, and the consideration and covenants hereinafter agreed to, the parties commit themselves to the following contractual terms:

INCORPORATED DOCUMENTS: In addition to the terms and conditions of the AGREEMENT, the parties agree that the following documents are hereby incorporated by reference herein and are as fully a part of this AGREEMENT:

1. The Cost Worksheet and Monthly Payment Schedule attached as Exhibits "A" and "B" and hereinafter referred to as "Cost Worksheet" and "Monthly Payment Schedule".

The parties further agree that the precedence of the documents in descending order shall be as follows:

a. This AGREEMENT
b. The Cost Worksheet and Monthly Payment Schedule

c. Summit County\Park City Short Range Transit Development Plan – Prepared by LSC – November, 2003.

1. SERVICES:

1.1. Purpose: The CITY hereby contracts with the COUNTY to provide transportation management and operations services upon the terms and conditions hereinafter set forth.

1.2 Scope of Work: To provide Management and Staff for the operations of the COUNTY service including: management, accounting, operation, as further detailed in this AGREEMENT.

1.3 Joint Transit Advisory Board: The CITY and COUNTY have established a Joint Transit Advisory Board which will make recommendations to both the CITY and COUNTY regarding service rate fees, scheduling, routes, level of service, look of buses and strategies for supplementing service as well as further regionalization. The Joint Transit Advisory Board shall be comprised of one County Commissioner, one City Council representative, Summit County Public Works Administrator and Park City Deputy Public Works Director. Park City Transit staff will provide technical support to the Joint Transit Advisory Board as required. At a minimum, the Joint Transit Advisory Board shall meet:

Statewide Transportation Improvement Plan (STIP)

2. in August to review this agreement, service rate fees and develop a draft budget and service plan for the next calendar year.

2. TERM AND TERMINATION

2.1 Contract Term: The term of this AGREEMENT shall be from January 1st, 2006 through December 31, 2006 and shall automatically review for successive one (1) year terms, until such time as either party serves written notice of termination. Such termination notice may only be given on or before August 30th each year. Under no circumstances shall this AGREEMENT exceed fifty (50) years in duration.

2.2 Review Process: The CITY and COUNTY shall annually review their transportation services and shall cooperate in resolving issues as they arise in a manner that is mutually beneficial and satisfactory to CITY and COUNTY. The COUNTY will determine what routes and services are provided outside Park City Municipal limits if paid for by the COUNTY. The CITY will determine what routes and services are provided inside Park City Municipal limits if paid for by the CITY. In the event that any modification to this AGREEMENT is required in light of these annual reviews, the parties may enter into amendments, addenda or other written manifestation of any modifications to the AGREEMENT, which modifications must be in writing and signed by both the CITY and the COUNTY.

3. COMPENSATION AND PAYMENT

3.1 Maximum Obligation: The COUNTY agrees to pay for COUNTY'S services as described herein as Exhibit A and Exhibit B. The maximum price to be paid by the COUNTY to the CITY each contract year shall not exceed the sums set forth in the Budget, attached to this AGREEMENT as Exhibit "B" and reviewed annually except as such Maximum Obligation may be increased upon mutual written AGREEMENT because of an increase in number of Vehicle Service Hours or Vehicle Service Miles, or other material change in the project, above those set forth in Exhibit "B". The timing of payments shall be in accordance with Exhibit "B". Any increase in the Maximum Obligation shall require approval by the applicable governmental funding agencies.

3.2 Price Formula: The COUNTY agrees to pay for performance of the services set forth in the AGREEMENT in accordance with Exhibit "A".

3.3 Equipment and Facilities: The CITY will administer the purchase of equipment and federal or state grants relating to regional transit services. Any federal or state bus allocations in the name of the COUNTY shall be transferred to the CITY. All equipment purchased with Federal Transit Administration 5309 and 5311 funds on behalf of the COUNTY use shall be conveyed by the CITY and become the property of the COUNTY for the useful life of the equipment. The COUNTY shall pay the local match for any/all such purchases. The COUNTY and CITY will make best efforts to jointly secure future sites and funding for park and ride facilities, bus maintenance and other capital facilities needed to facilitate the regional transportation system.

3.4 Change. In the event the COUNTY requests changes in the Scope of Work which, during any contract year, comprise a cumulative total of less than fifteen percent (15%) above or below that specified in the Cost Worksheet, compensations shall be adjusted according to the Pricing Formula set forth in Paragraph 3.2, Price Formula, and the Maximum Obligation stated in Paragraph 3.1 shall be adjusted accordingly. Changes in the Scope of Work which, during a contract year, comprise a cumulative total in excess of fifteen percent (15%) above or below that specified in the Cost Worksheet shall result in adjustment of the rates specified in Paragraph 3.2, Price Formula herein to reflect the effect on those rates caused by the requested change. The COUNTY shall issue written Change Orders to the CITY detailing all requested changes in scope. Change orders shall either specify a cost limit or shall be subject to subsequent negotiations and shall require the CITY'S acceptance to become effective.

3.5 Audit: Upon reasonable request, CITY shall permit the authorized representative of the COUNTY, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the CITY relating to performance under this AGREEMENT.

4. Insurance

4.1 Comprehensive General Liability Insurance: Throughout the term of this AGREEMENT, the CITY shall procure and maintain a Comprehensive General Liability Policy providing $3,000,000 (THREE MILLION DOLLARS) combined Single Limit Bodily Injury and Property Damage. Said coverage may be provided through one or more policies and shall include coverage for premises, personal injury and blanket contractual, but shall not include coverage for vehicle liability and/or vehicle physical damage insurance. Such vehicle insurance shall be provided as specified in Paragraph 4.2 of the AGREEMENT, vehicle insurance. Such policies shall provide that they may not be cancelled without at least sixty (60) days prior written notice to the COUNTY.

4.2 Vehicle Insurance:

1. Throughout the terms of this AGREEMENT the CITY shall provide vehicle liability insurance in the amount of $3,000,000 (THREE MILLION DOLLARS) combined Single Limit Bodily Injury and Property Damage. Coverage may be provided through one or more policies and shall include: Collision and Comprehensive physical damage coverage with a $10,000 (TEN THOUSAND DOLLAR) deductible Uninsured Motorist (UM) and Personal Injury Protection (PIP) with coverage limits as required by law. The CITY shall name the COUNTY as additional insured and shall furnish the COUNTY with evidence of insurance. Such policy or policies shall provide that they may not be cancelled without at least sixty (60) days prior written notice to the COUNTY.

2. In case of damage or destruction of any vehicle or vehicles provided by the COUNTY under the terms of this AGREEMENT, the COUNTY agrees that liability for the CITY for said damage or destruction shall be limited to the appraised fair market value of the vehicle(s) at the time of the loss.

3. In the event that addition, deletion, or acquisition of new vehicle changes in the vehicle fleet, the compensation paid to the CITY for the purpose of maintaining insurance coverage on said vehicles shall be subject to immediate renegotiations (up or down) to equitably adjust the documented actual premium cost under the insurance policy then in effect.

5. RESPONSIBLITIES OF THE CITY

5.1 MANAGEMENT: During the term of this AGREEMENT, the CITY shall provide sufficient executive and administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof. Summit County\Park City Short Range Transit Development Plan should be used as a basis when making management decisions.

5.2 Medial Assistance to Passengers: In the event of injury or illness on board a vehicle, the driver shall advise the dispatcher and request directions or follow established City policy.

5.3 Uniform: CITY shall require its employees to wear uniforms for the COUNTY service consistent with the CITY'S uniform policy.

5.4 Emergency Procedures: In the event of a major emergency such as an earthquake, dam failure, fire or man-made catastrophe, CITY shall be entitled to make transportation and communication resources available to the degree possible for emergency assistance. If the normal line of direct authority from the COUNTY is intact, The CITY shall follow instruction of the COUNTY. If the normal line of direct authority is broken, and for the period while it is broken, the CITY shall make best use of transportation resources following to the degree possible, the direction an organization such as the Police, Red Cross, or National Guard, or other such responsible entity which appear to have assumed responsibility. Emergency use of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. CITY shall be reimbursed in accordance with the normal "Price Formula" identified on Exhibit "A" or if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable and prompt reimbursement of City's actual costs. Reimbursement for such major emergency services shall be over and above "Maximum Obligation" specified in Paragraph 3.1 of this AGREEMENT. As soon as practicable after the emergency condition ceases, CITY shall reinstitute normal transportation services.

5.5 Reporting: On monthly basis, the CITY shall prepare and forward to the COUNTY a performance monitoring report, providing at a minimum the following information:

1. Total ridership over the period, by route
2. Vehicle service-hours and service-miles provided
3. Percent on-time performance
4. Number/percent of missed trips
5. Number of missed passengers
6. Management and marketing activities conducted
7. Financial summary, including budget versus actual expenditures
8. Performance Indicators
9. Any press coverage or articles regarding the transit service

5.6 Financial Assistance: The City shall be responsible for receiving and distributing Federal and State transit financial assistance awarded to the City/County using the following distribution methodology:

Capital Assistance: funds will be distributed to the projects identified in the associated capital assistance grant application and included in the approved Utah Statewide Transit Improvement Plan (STIP) prepared by the Joint Transit Advisory Board and submitted annually to the Utah Department of Transportation(UDOT).

Operating Assistance: funds will be distributed to the County and City using a ratio of each entity's award year transit budget as a percentage of the entities combined transit budgets (i.e., County Transit Budget/(City Transit Budget + County Transit Budget).

6. AUTHORIZATION

6.1 Control: The CITY shall render all services under this AGREEMENT in a manner consistent with the policies of the COUNTY and the Joint Transit Advisory Board. Modification of existing policies or adoption of new policies during the term of this AGREEMENT which affect the CITY'S performance of services shall be treated as "Changes" pursuant to Paragraph 3.4 herein.

6.2 The COUNTY shall not interfere with the management of the CITY'S normal internal business affairs and shall not attempt to directly discipline or terminate the CITY'S employees. The COUNTY will advise the CITY of its inadequate performance which has a negative effect on the service being provided and the CITY shall take prompt action to remedy the situation.

6.3 Communications: all notices to be given by parties to this AGREEMENT shall be in writing and served by depositing the same in the Untied States mail, postage prepaid, registered or certified mail

6.4 Notices to the CITY shall be addressed to:

Park City Municipal Corporation
Attn: Kent Cashel
P.O. Box 1480
Park City, UT 84060

6.5 Notice to the COUNTY shall be addressed to
Summit County
Attn: Kevin Callahan
P.O. Box 128
Coalville, UT 84017

6.6 Either the CITY or the COUNTY may change its officer or address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

7. Unanticipated Events

7.1 Force Majeure: Neither party shall be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: Acts of God; fire; epidemics; earthquake; floods or other natural disaster; acts of the state or federal government; riots; strikes, war or civil disorder; unavailability of fuel.

7.2 Major Costs Impact: The AGREEMENT shall be subject to timely renegotiation in scope in the event that:

1. The inflation rate, as measured by the Consumer Price Index for all Urban Consumers (CPI-U), exceeds a rate of ten percent (10%) in any 12-month period during the term hereof; or

2. Travel and/or insurance costs increase to a level ten percent (10%) greater than the industry prevailing rates in effect as of the date of this AGREEMENT.

3. Diesel fuel price per gallon paid by the City increases to a level ten percent (10%) greater than the per gallon price the City paid to its fuel supplier on July 1st of the current City fiscal year.

4. Mandated minimum wage applicable to project employees is raised to a level above the wages then being paid to those employees; or

5. National health care program mandates medical coverage for all employees. In the event that one or more of the conditions occur, the parties shall, in a timely manner, meet to negotiate a mutually acceptable adjustment to the rates of compensation specified in Paragraph 3.2, Price Formula and Maximum Obligations specified in Paragraph 3.1 and/or modifications of the services to be provided pursuant to the Scope of Work. If the parties are unable to reach a mutually-acceptable resolution, either party may exercise their rights of termination pursuant to Paragraph 2.1.

7.3 Shortages and Delays: In the event that the COUNTY fails to provide or delays providing items as herein provided in the number, size and/or condition required, then the CITY shall not be responsible for any delays or resulting decline in the quality of service

8.0 GENERAL TERMS AND CONDITIONS

8.1 Civil Rights Requirements: CITY shall comply with all applicable federal, state, and local laws, rules, and regulations with regard to discrimination in employment because of age, race, religion, color, sex, physical or mental disability, martial status or national original.

8.2 Disadvantaged Business Enterprise: In connection with the performance of this AGREEMENT, the CITY shall cooperate with the COUNTY in meeting its commitments and goals for DBE participation.

8.3 Lobbying: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising there from.

8.4 Complete AGREEMENT. This AGREEMENT contains the entire AGREEMENT of the parties and there are no other promises or conditions in any other AGREEMENTS whether oral or written. The invalidity in whole or in part of any provisions of this AGREEMENT shall not affect the validity of other provisions.

8.5 Severability: In the event that any one or more of the phrases, sentences, clauses, paragraphs or sections contained in the AGREEMENT shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of the

AGREEMENT which are herby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that is invalidity deprives either party of the basic benefit of, or renders, the AGREEMENT meaningless.

8.6 Modification: the covenants and conditions contained in this AGREEMENT fully express all understandings of the parties concerning all matters covered and shall constitute the total AGREEMENT. Except as otherwise may be provided herein, no addition to or alteration of, the terms of this AGREEMENT, whether by written or verbal understanding of the parties, their officer, agents or employees, shall be valid unless made in the form of a written amendment to this AGREEMENT, which is formally approved and executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by and through their respective officers duly authorized on the date written below their signatures:

COUNTY OF SUMMIT	PARK CITY MUNICIPAL CORPORATION
By____________________	By____________________
Date ________________	Date____________________
ATTEST:	ATTEST:
____________________	____________________
Approved as to form:	
____________________	____________________
Date________________	Date____________________

DATE: December 8, 2005
DEPARTMENT: Public Works
AUTHOR: Jerry W. Gibbs, P.E.
TITLE: Old Town Trash Issues
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Staff is recommending the City Council not adopt an ordinance at this time and suggest to that trash can complainants initiate a "Neighborhood Needs Assessment Process".

DESCRIPTION:

Topic: Old Town Trash Can Removal

Background:

Until 2000, G & F Waste provided individual trash bag pick up for residential and commercial users and negotiated separate contracts for each commercial dumpster. Rates and service levels varied between commercial customers. Some commercial establishments placed garbage bags on the sidewalk at the close of business to be picked up the next morning. Often trash bag contents would be littered on Main Street depending on the activity level of the night life that evening. A similar problem was occurring in residential areas with animals tearing open unattended garbage bags.

The Summit County Commission entered into an exclusive contract with BFI in November 1999 for residential and commercial trash removal with service beginning on January 1, 2000. The contract provided for:

- Automated pick-up only;
- Exclusive rights to provide services to residential and commercial businesses by BFI;
- Commercial businesses (except home business) are required to subscribe to the service;
- Collection for commercial non-payment is a BFI issue;
- County will subsidize commercial rates by not charging a tipping fee;
- Six year duration with renewal option upon agreement of both parties.

Old Town Trash Containers:

BFI's automated pick-up required the use of *big blue* (the infamous 90-gallon blue containers). It was evident fairly quickly that *big blue* did not work on Main Street or Old Town. City staff, working with Summit County and BFI staff, developed a plan. BFI was asked to prepare a cost of service analysis for Main Street and pursuant to that study a trash can change-out program for Old Town was initiated.

A smaller 35-gallon trash can was the preferred solution by City Council to replace the 90-gallon *big blue*. Other options were considered. A manual bag removal would have cost each resident an additional $6.04 per month. Approximately 174 Old Town residents needed more than 35-gallons but less than 90-gallons. The City agreed to pick up the cost of the second can at an average cost of about $7,000 per year.

Staff and the City Council have received a small number of informal complaints (less than six) from concerned Old Town residents stating the garbage cans are unsightly and a blight on the community. Many of the Colorado communities contacted, implemented their trash can removal ordinance due to wild animals turning over trash cans. However in Old Town, the cans do not represent a health hazard by attracting wild animals.

An ordinance exists for Main Street requiring individual trash cans not be placed before 10 PM the night before pick-up and be removed by 10 PM the day of pick-up. Common complaints from the business community are related to businesses not complying with the time limits and lack of staff to enforce at 10 PM. However, the cans are generally removed by start of business the following day.

A discussion with the City Council in February and September 05 focused on an ordinance limiting the time a residential trash may be placed in the right of way for pick-up and when it has to be removed for the Old Town area and citywide. Council directed staff to bring an ordinance back for formal consideration before the end of the year.

Analysis: Old Town Trash Containers – The City Council asked staff to review options for enforcement and associated costs. The Legal Department has researched many of the questions raised at the last City Council meeting.

Enforcement	Park City Code requires the Fire Marshall or his/her designee. Other cities have the town manager, police or designee.
Confiscate can	Confiscation is a remedy; however, proper notice must be given to the responsible party. Cost may be recovered.
Penalties	Penalties available in Utah range from voluntary correction, to six months in jail and a $1,000 fine.

A summary of the conclusions from Legal's research is:

- An ordinance requiring residents to retrieve their garbage container within a specified time from the curbside after collection is consistent with many other municipalities in Utah as well as other resort communities in the region.
- The Park City Municipal Code identifies the responsibility of the Fire Marshall to designate a City Inspector to perform related inspections for violations of the abatement of garbage ordinances.
- A criminal penalty for not removing a trash can off the street is likely too severe.
- A monetary fine and costs to abate a condition that is not promptly remedied are much more likely to be a reasonable punishment.

- Notice of the violation may be placed in conspicuous place on the property, mailed, or served in another acceptable manner consistent with civil action. A potential issue is matching the trash can to the property.
- An ordinance should have a provision where the city manager or designee could make exceptions for those locations where compliance "will impose practical difficulties or unnecessary hardship."

The current trash can pick-up schedule is Thursday in Old Town and Aerie and the remainder of Park City on Wednesday. Main Street pick-up varies depending on frequency and time of year. The attached ordinance is similar to the current Main Street ordinance with a different range of hours to set out trash cans and remove after pick-up. Specific hours should be identified once the issues are better understood.

Once an ordinance is in place, the community will expect a high level of enforcement to gain compliance. Violations to the proposed ordinance would begin after 10 PM the day of service. Three choices exist for enforcement.

1. Add resources and adjust budgets ($1,500 to $4,000/month).
2. Dedicate resources to enforce the following morning of the pick-up day. ($1,000 to $1,500/ month).
3. Redistribute workload of existing community enforcement to enforce the following morning of the pick-up. (Cost minimal, other enforcement issues change in priority and some enforcement may not be accomplished without overtime).

In addition to enforcement, an adjudication process will be required. The proposed ordinance contemplates expanding the duties of the Parking Adjudication Officer. The other option is to go through the Municipal Court system. This would require staff to attend any contested ticket. Staff will need at least sixty days to implement an enforcement and adjudication program. A budget adjustment would be requested in the spring depending on the level of enforcement and adjudication consistent with Council adopted budget policies. If Council would like to go ahead with an ordinance, it should be done in the spring so it can be prioritized with other budget options.

A copy of the proposed ordinance is attached.

Department Review:
Legal, Building, Police, Public Works, and the City Administration have reviewed the staff report.

<u>ALTERNATIVES</u>:

A. Adopt an Ordinance:
B. Reject an Ordinance:
C. Do Nothing: This option would rely on residents to start a neighborhood process to implement changes if so desired. **(This is the staff recommended alternative.)**

SIGNIFICANT IMPACTS: Alternative A will require a significant commitment of staff time to implement, educate and enforce initially. Citizens will expect results immediately. Complications with tenant/owner/property manager's relationship may create difficult enforcement issues. Depending on the level of enforcement the fiscal impacts change (estimated range $0 to $4,000/month). Enforcement by itself will not remove the can. Public Works can confiscate a can. Notification of the assigned can user will problematic. Cans are not always in front of their assigned address. Additional administrative effort to track inventory, release cans when fines are paid and storage space will be needed to house confiscated cans. The User Fee Resolution will need to be adjusted to recover administrative costs of this service. The administrative time to initiate the paperwork and release the can and the cost to physically remove the can is estimated at more than the cost of $75 BFI will replace a stolen or damaged trash can.

The immediate effects of Alternative B and Alternative C would be the same. Alternative C would require the "Neighborhood Needs Assessment Process" to be initiated. A copy of the petition is attached. This would allow individual neighborhoods and a more public process to participate in finding acceptable solutions. Space for the storage of trash containers out of the street right-of-way differ from property to property and neighborhood to neighborhood. What works on Park Avenue may not work on Lowell or Rossi Hill. Staff would take a role in participating in any community discussion group. Alternative C is the staff recommended alternative.

RECOMMENDATION: Staff is recommending the City Council not adopt an ordinance at this time and suggest to that trash can complainants initiate a "Neighborhood Needs Assessment Process". Per prior City Council direction, an ordinance is attached should Council wish to adopt it.

Administrative Policy for Business Districts and Neighborhoods

Needs Assessments

1) Submit a petition to the Executive Office
    a. Must be from a representative number of households/businesses of a given subdivision, business district, or a registered owners association. Accurate contact information and names of each petitioner must be provided along with designation of one primary contact person or agent.
    b. Define Boundary - Who does the petition represent? Is it inclusive to a specific neighborhood or business district? Explain why assessment area should be limited or expanded.
    c. Define issues - What is being requested?
    d. Deadline – In order to be considered for upcoming fiscal year, the petition must be submitted by the end of the calendar year
2) Initial Internal Review
    a. Identify staff project manager
    b. Present petition to Traffic Calming & Neighborhood Assessment Committee (Meeting called within one month of petition being submitted)
    c. Define and verify appropriate, basic levels of service are being provided. If they are not → provide
        i. Health, safety, welfare
        ii. Staff's available resources & relative workload
        iii. Minimum budget thresholds not exceeded (below $20k pre-budgeted – no Council approval needed)
    d. Define enhanced levels of service that are requested. Are these consistent with Council goals and priorities? If so, continue to step # 3
3) Initial Communication to Council (Managers Report)
    a. Inform Council of request for assistance - outlines specific issues/requests.
    b. Inform Council of any basic service(s) Staff has begun to provide
    c. No input or direction from Council will be requested at this time.
4) Comprehensive Internal Review
    a. Assemble background/history & existing conditions (Identify all participants, relevant City ordinances, approval timeline, other pertinent agreements/ studies & factors, etc.)
    b. Criteria to analyze request - What should we do & with what rationale?
        i. Verify requested services are consistent with Council goals and priorities
        ii. Cost/ Benefit Analysis - Define budgetary implications of providing Enhanced level of services
            A. Define need & costs for any additional technical review
            B. Define initial capital improvement costs
            C. Define annual, ongoing maintenance and operational costs

- D. Gather input from city department identified as responsible for each individual item as listed
  - a. Identify available resources & relative workload

5) Initiate Public Forum (Applicant & Staff partnership)
   - a. Neighborhood meeting(s) - Create consensus from petitioner and general public
     - i. Identify issues and potential solutions
       - A. Identify what we can accomplish based on funding availability.
       - B. Use cost/benefit analysis to prioritize applicant's wish list
       - C. Funding partner – any district that receives "enhanced" levels of service should be an active participant in funding or, participate in identification of a funding source (other than City budget)
     - ii. Identify agreeable solutions suited for recommendation for funding assistance
6) Communication to Council (Work Session or Managers Report)
   - a. Receive authorization for technical review - using "outside" consultants if necessary
   - b. Identify prioritized project wish list (unfunded)
   - c. Identify funding source for each item; or
   - d. Move to CIP/Transit Budget committee review as "yet to be funded project" for prioritization comparison
7) Council decision whether to include in budget or not
   - a. Spring of each year, consistent with budget policies of reviewing all new requests at once.

Ordinance No. 05-

AN ORDINANCE AMENDING TITLE 6, HEALTH, NUISANCE ABATEMENT, AND NOISE OF THE MUNICIPAL CODE OF PARK CITY, UTAH BY ADOPTING REGULATIONS FOR STORAGE OF TRASH RECEPTACLES

WHEREAS, in January 2000 the waste collection process in Park City changed from manual pick-up to automated curbside pick-up, requiring the use of sixty and ninety gallon receptacles; and

WHEREAS, during the first few years of the process the City received numerous visitor and citizen complaints regarding receptacles being left out for extended periods, which has caused blocked sidewalks, restricted parking, and increased litter from spilled receptacles; and

WHEREAS, in July 2001, the City Council adopted an ordinance addressing private trash containers on Main Street; and

WHEREAS, the beauty and appearance of the City is of great importance; and

WHEREAS, trash receptacles left out for extended periods of time constitute a visual blight, particularly in the Historic District;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARK CITY, UTAH THAT:

SECTION 1. AMENDMENT TO MUNICIPAL CODE. The recitals above are incorporated herein as findings of the City Council, Park City's legislative body. The Municipal Code of the City of Park City, Utah, is hereby amended by adding a new Section 11, Chapter 1, Title 6, which said Section shall read as follows:

6-1-11. COLLECTION TIME - PLACEMENT OF PRIVATE TRASH RECEPTACLES.

- Private trash receptacles to be collected and emptied curbside by the County, or a licensed collector, shall be set out for collection at the places and at such times as may be designated by the County, or licensed contractor. Such receptacles must not be set out upon or adjacent to the street for collection prior to 6:00 PM of the day before collection.

- With the exception for property in the HCB Zone which is regulated by 15-2.6-11, all empty trash receptacles must be removed from the street as soon as practicable after being emptied, and in every case must be removed from the street and front yard setbacks 8:00 AM the day after they are emptied.

- Each day that a violation of this section occurs shall constitute a separate offense.

- This section does not apply to municipal receptacles or dumpsters approved pursuant to Section 6-1-9.

- Violation of this provision is an infraction, punishable by a fine, fee or civil penalty, including confiscation of the garbage container by the City, but not imprisonment. Violations of this ordinance are punishable by a monetary fine not to exceed One Thousand Dollars ($1000). Each day of the violation shall constitute a separate offense. Contested violations of this provision shall be heard by the Park City Parking Adjudication Officer.

SECTION 2. EFFECTIVE DATE.. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this _____ day of December, 2005.

Budget, Debt, and Grants

City Council Staff Report

Author: Gary Hill
Subject: Bond Parameters Resolution – Water Revenue Bond, 2006 Series
Date: December 15, 2005
Type of Item: Legislative

Summary Recommendations: The City Council should:

Consider and approve the attached Parameters and Reimbursement Resolution relating to the issuance of $4,450,000 in Water Revenue Bonds, Series 2006. These bonds will be used to finance (1) Park Meadows Treatment Facility; (2) Boothill Storage Tank; and (3) Boothill Pump Station.

Description:

Topic:
Consideration and adoption of a resolution that does the following: 1) Preliminary authorization for the issuance of Water Revenue Bonds, Series 2006: 2) Sets maximum parameters relating to the issuance size, length to maturity, interest rates, and discount of the bonds: 3) Authorizes the publication of a Notice of Bonds to be Issued: 4) Authorizes the preparation and distribution of documents pertaining to the issuance of the bonds.

Background:
Last spring, staff completed an updated Water Master Plan which identified the capital projects necessary to ensure the City's water system can service current and future water demands. The capital projects identified in the report create the need for $10-$20 million dollars in additional debt financing over the next five years.

The Utah Community Impact Fund Board (CIB) is a program of the State of Utah which provides low interest loans and or grant to cities and counties which are or may be impacted (directly or indirectly) by mineral resource development on federal lands. Public facilities such as water infrastructure are eligible for CIB funding.

Occasionally jurisdictions outside the CIB boundaries are eligible to apply for loans. Last spring, funds were available for which Park City was eligible to apply. On August 11, 2005, the CIB approved a 20 year loan for approximately $4,450,000 to Park City. These funds will be used to construct the Park Meadows treatment facility, and the Boothill pump station and storage tank. The mechanism for lending the funds is essentially a negotiated bond issuance; Park City and the CIB agree to an interest rate and then the CIB purchases water revenue bonds issued by the City.

Analysis:
The Water Mater Plan identified $10 to $12 million dollars in projects the City would need to bond for over the next several years. By working with the CIB, Park City will be able to bond for a portion of those costs at an interest rate (3.5%) that is substantially lower than market rates. Staff estimates that this will save the City approximately $500,000 in interest payments over the life of the bonds.

Table 1 (below) lists the projects to be funded by the bonds with their respective costs.

Table 1 - Projects and Costs

Project	Amount
Park Meadows Treatment Facility	$740,625
Boothill Water Storage Tank	$1,796,523
Boothill Pump Station	$1,912,852
Total	**$4,450,000**

The parameters and reimbursement resolution that Council is being asked to adopt will enable staff to start the process of issuing water revenue debt on behalf of the City. The resolution establishes broad parameters within which Staff, Bond Counsel, and the Financial Advisor can structure the debt. The attached resolution also grants preliminary authorization to issue the bonds. Before bonds are issued, the City Council needs to formally approve the "Final Bond Resolution." Staff will return to Council with the "Final Bond Resolution" in March or April once the City is able to. The Parameters resolution gives advance notice that the City intends to issue these bonds and starts an appeals period.

The resolution sets the following general parameters for the Bond issue:

1) Size: The resolution sets the maximum amount of the bonds at $4,450,000. This is the amount staff estimates the City will need to complete the projects listed above.

2) Length to Maturity: The resolution states that the maximum length to maturity will not exceed 21 years. The actual anticipated length of the bonds is 20 years. 21 years provides flexibility in the case it is in the City's best interest to delay payment of the first note for six months.

3) Interest Rates: The interest rate for this issuance is fixed at 3.5%. This is the rate at which the CIB was willing to loan funds to Park City. This rate is approximately .5% below the market rate that the City would likely achieve if this were a market sale. Staff estimates that this lower rate will save the City approximately $500,000.

4) Financing Team: The City is using Zions Bank Public Finance as the Financial Advisor and Chapman & Cutler as Bond Counsel for this issuance. In March, 2003, the

City conducted a competitive RFP process for the selection of Financial Advisors and Bond Counsel. The financing ream for this issuance was selected through that process. Fees for all of these services are based on industry standards, which are typically driven off of the value of the issuance and the scope of work provided.

5) Notice of Bonds: The Notice of Bonds to be issued will be published in the Park Record and will inform the public of the proposed bond sale. It establishes a 30-day protest period in which any person may file a legal challenge to the issuance of the proposed bonds. After the 30-day protest period has ended, no more legal challenges are allowed. It essentially establishes a short statute of limitations with respect to this bond issue.

6) Public Hearing: City staff is currently in the process of designing and engineering the Park Meadows Well and Boothill Pump and Tank projects. According to CIB regulations, the bonds cannot be issued until the City has received and accepted bids on the projects. Once bids have been accepted in March or April, the City will hold a public hearing to adopt a Final Bond Resolution and receive input from the public with respect to the issuance of the bonds (pursuant to the Utah Municipal Bond Act).

Department Review:
Budget, Debt, and Grants; City Manager; Finance; Public Works.

Alternatives:

A. Approve the Request:
Adopting the Parameters and Reimbursement Resolution will allow the City to proceed with the bond issue and incur capital expenditures that can be reimbursed prior to the issuance of bonds. It also signals the City's intent to issue a "Notice to Issue Bonds" which starts the mandatory 30 day protest period.

B. Deny the Request:
A Parameters Resolution is not required to issue bonds, but is generally recommended to reduce the City's legal exposure. Staff will need direction from the City Council as to how they would like to proceed if the Parameters Resolution is not approved.

C. Continue the Item:
Council could continue the item to another date.

D. Do Nothing:
This would have the same impact as denying the request.

Significant Impacts:
Adoption of this resolution will allow the City to proceed with the issuance of the bonds in a timely and efficient manner. Perhaps more importantly, adoption of the resolution will allow the City to begin meaningful design and construction of the projects in the

event issuance of the bonds is delayed due to waiting to receive bids on all three projects.

Consequences of not taking the recommended action:
Not adopting the resolution will impact the City's ability to fund critical water infrastructure projects. Although Council can adopt a Final Resolution authorizing the issuance of this debt without a parameters resolution, Bond Counsel and Staff do not recommend this action.

Recommendation:
Approve the Parameters and Reimbursement Resolution relating to the issuance of $4,450,000 in Water Revenue Bonds, Series 2006 for the Park Meadows Well, Boothill Water Storage Tank and Boothill Pump Station.

Attachment: Draft Parameters and Reimbursement Resolution

RESOLUTION

A RESOLUTION PROVIDING FOR THE ACQUISITION, CONSTRUCTION AND COMPLETION OF IMPROVEMENTS TO THE WATER SYSTEM OF PARK CITY, SUMMIT COUNTY, UTAH; DECLARING THE INTENTION TO ISSUE THE CITY'S WATER REVENUE BONDS IN ONE OR MORE SERIES IN A TOTAL PRINCIPAL AMOUNT NOT EXCEEDING $4,450,000 FOR THE PURPOSE OF DEFRAYING THE COST OF SUCH IMPROVEMENTS; DIRECTING THE PUBLICATION OF A NOTICE OF BONDS TO BE ISSUED; EXPRESSING OFFICIAL INTENT REGARDING CERTAIN CAPITAL EXPENDITURES TO BE REIMBURSED FROM THE PROCEEDS OF SUCH REVENUE BONDS; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE THAT THE BONDS MAY BEAR AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; AND RELATED MATTERS.

*** *** ***

WHEREAS, Park City, Summit County, Utah (the *"City"*) desires to undertake the design, acquisition, construction and financing of culinary water system improvements, including a water treatment plant for the City's Park Meadows well, a 2 million gallon storage tank and a 2200 gpm pump station, and related facilities (collectively, the *"Project"*); and

WHEREAS, the City has determined that it would be in furtherance of its public purposes to issue not more than $4,450,000 of water revenue bonds (the *"Bonds"*) to (i) finance the cost of the Project and (ii) pay certain costs associated with the issuance of the Bonds; and

WHEREAS, Section 11-14-316, Utah Code Annotated 1953, as amended, provides for the publication of a Notice of Bonds to be Issued and the City Council of the City (the *"City Council"*) desires to publish such a Notice of Bonds to be Issued at this time in compliance with said section with respect to said Bonds;

WHEREAS the expenditures relating to the Project (the *"Expenditures"*) (i) have been paid from the City's Water Fund (the *"Fund"*) within sixty days prior to the passage of this Resolution or (ii) will be paid from the Fund on or after the passage of this Resolution;

NOW, THEREFORE, be it and it is hereby resolved by the City Council of Park City, Summit County, Utah, as follows:

Section 1. The Board hereby finds and determines that it is in the best interests of the residents of the City for the City to issue not more than $4,450,000 aggregate principal amount of its water revenue bonds (the *"Bonds"*), to bear interest at a rate or rates of not to exceed three and one-half percent (3.5%) per annum, to mature in not more than twenty-one (21) years from their date or dates, and to be sold at par, pursuant to the provisions of (1) a General Trust Indenture (the *"General Indenture"*), as amended and supplemented, between the City and Zions First National Bank (the *"Trustee"*), a copy of which is attached as *Exhibit A*, (2) a Supplemental Trust Indenture, between the City and the Trustee, supplementing the General Indenture (the *"Supplemental Indenture"*), a draft of which is attached as *Exhibit B*, and (3) a bond resolution (the *"Bond Resolution"*) to be adopted by the City Council at a future date, a draft of which is attached as *Exhibit C*, and the City Council hereby declares its intention to issue the Bonds according to the provisions of this Section. The Bonds are to be issued for the purpose of (a) financing the cost of the Project and (b) paying certain costs relating to the issuance of the Bonds.

Section 2. The City Council hereby authorizes and approves the issuance and sale of the Bonds pursuant to the provisions of this Resolution, the General Indenture, the Supplemental Indenture and the Bond Resolution; *provided* that the principal amount, interest rate or rates, maturity or maturities, and discount shall not exceed the maximums set forth in Section 1 hereof.

Section 3. The Supplemental Indenture and the Bond Resolution in substantially the forms presented at this meeting and attached hereto as *Exhibits B* and *C*, respectively, with such changes, omissions, insertions and revisions as the Mayor shall deem advisable, are hereby authorized and approved.

Section 4. In accordance with the provisions of Section 11-14-316, Utah Code Annotated 1953, as amended, the City Recorder shall cause the following *"Notice of Bonds to be Issued"* to be published one time in *The Park Record*, a newspaper of general circulation in the City, and shall cause a copy of this Resolution, together with the exhibits thereto, to be kept on file in her office for public examination during the regular business hours of the City Recorder for at least thirty days after the date of such publication. The *"Notice of Bonds to be Issued"* shall be in substantially the following form:

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of Section 11-14-316, Utah Code Annotated 1953, as amended, that on December 15, 2005, the City Council of Park City, Summit County, Utah (the *"City"*), adopted a resolution (the *"Resolution"*) in which it authorized and approved the issuance of the City's Water Revenue Bonds, Series 2005 (the *"Bonds"*) in an aggregate principal amount of not to exceed $4,450,000, to mature in not more than twenty-one years from their date or dates, to bear interest at a rate or rates not to exceed three and one-half percent per annum, and to be sold at par.

The Bonds are to be issued and sold by the City pursuant to (1) the Resolution, (2) a resolution to be adopted at a future date (the *"Bond Resolution"*), (3) a General Trust Indenture between the City and Zions First National Bank (the *"Trustee"*), and (4) a Supplemental Trust Indenture between the City and the Trustee, supplementing the General Trust Indenture. The Supplemental Trust Indenture will be executed and delivered and the Bond Resolution will be adopted by the City Council at a future date prior to the issuance of the Bonds in substantially the form attached to the Resolution, with such changes thereto as shall be approved by the City Council, *provided* that the principal amount, interest rate or rates, maturity or maturities and discount will not exceed the maximums set forth above.

The Bonds are to be issued for the purpose of (a) financing the costs of culinary water system improvements, including a water treatment plant for the City's Park Meadows well, a 2 million gallon storage tank and a 2200 gpm pump station, and related facilities and (b) paying certain costs relating to the issuance of the Bonds, all as set forth in the Resolution, the Bond Resolution, the General Trust Indenture and the Supplemental Trust Indenture.

A copy of the Resolution (including a copy of the General Trust Indenture and drafts of the Supplemental Trust Indenture and the Bond Resolution) is on file in the office of the City Recorder, located at 445 Marsac Avenue, in Park City, Utah, where it may be examined during regular business hours of the City Recorder from 8:00 A.M. to 5:00 P.M. Said Resolution (including a copy of the General Trust Indenture and drafts of the Supplemental Trust Indenture and the Bond Resolution) shall be so available for inspection for a period of at least thirty (30) days from and after the date of the publication of this notice.

NOTICE IS FURTHER GIVEN that pursuant to law for a period of thirty days from and after the date of the publication of this notice, any person in interest shall have the right to contest the legality of the above-described Resolution (including the Bond Resolution, the General Trust Indenture and the Supplemental Trust Indenture) of the City Council of Park City, Summit County, Utah, or the Bonds or any provisions made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause.

DATED this 15th day of December, 2005.

PARK CITY, SUMMIT COUNTY, UTAH

By ______________________________

City Recorder

Section 5. For the purpose of satisfying certain requirements under the Internal Revenue Code of 1986, the City reasonably expects to reimburse the Expenditures with the proceeds of the Bonds to be issued in the maximum principal amount of $4,450,000.

Section 6. All proceedings, resolutions and actions of the City and its officers taken in connection with the sale and issuance of the Bonds are hereby ratified, confirmed and approved.

Section 7. It is hereby declared that all parts of this Resolution are severable, and if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining provisions, paragraphs, clauses or provisions of this Resolution.

Section 8. All resolutions, orders and regulations or parts thereof heretofore adopted or passed that are in conflict with any of the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

Section 9. This Resolution shall be in full force and effect immediately upon its adoption.

PASSED and APPROVED by the City Council and the Mayor of Park City, Summit County, Utah, this 15th day of December, 2005.

PARK CITY, SUMMIT COUNTY, UTAH

By__________________________________
Mayor

[SEAL]

ATTEST AND COUNTERSIGN:

By__________________________________
City Recorder

APPROVED AS TO FORM:

By __________________________________
City Attorney

EXHIBIT A

[ATTACH GENERAL INDENTURE]

EXHIBIT B

[ATTACH FORM OF SUPPLEMENTAL INDENTURE]

EXHIBIT C

[ATTACH FORM OF BOND RESOLUTION]

City Council
Staff Report

FINANCE DEPARTMENT

Author: **Lori W. Collett, Finance Manager**
Subject: **FY 2005 Audit Report**
Date: **December 15, 2005**
Type of Item: **Administrative**

Summary Recommendations:
Accept the audit. No other action is required.

Description:
Topic: Audit report for the Fiscal Year Ended June 30, 2005.

Background: City of Park City Comprehensive Annual Financial Report (CAFR) and Independent Auditor's Report

The CAFR includes all funds of the City of Park City (City) and is presented in four sections:

- Introductory;
- Financial;
- Statistical; and
- Single Audit, Internal Control and Compliance Reports.

The Introductory Section contains a letter of transmittal, a directory of principal officials and an organizational chart of the City. The Financial Section contains management's discussion and analysis (MD&A), the basic financial statements, notes to the financial statements, individual fund statements for which data are not provided separately within the basic financial statements, as well as the independent auditor's report on these financial statements and schedules. The Statistical Section includes selected financial and demographic information, generally presented on a multi-year basis. The Single Audit, Internal Control and Compliance Reports include the independent auditors' reports on internal control and compliance as required by *Government Auditing Standards*, Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and state compliance as required by the *State of Utah Legal Compliance Audit Guide.*

The CAFR is the major document used to communicate the City's financial condition. It is distributed to various bond-rating agencies, investors in City debt and the State Auditor for use in evaluating City finances. This is the third year the CAFR has been prepared using the new financial reporting requirements as prescribed by Governmental Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statements and Management's Discussion and Analysis-for State and Local Governments.* The first two basic financial statements, the Statement of Net Assets (Page 23-24) and the Statement of Activities (Page 25-26), now present information on a government-wide, full-accrual accounting basis which reflect the overall financial position of the City and its various funds, not just the amounts available for budgetary purposes. Fiscal operations in the government-wide statements are organized into two major activities: governmental and business-type.

Fund information is also presented for major funds individually and nonmajor funds combined in a single column in the basic financial statement (Pages 29 through 41). Because the focus is so different between fund statements and government-wide statements, a reconciliation between the two types of statements is necessary to understand how the numbers differ. Such reconciliations are provided on pages 30 and 32. Comparisons of "budget-to-actual" results for the General Fund are presented on Page 33.

Staff suggests attention be focused on the MD&A (Pages 4 through 20) and the notes to the basic financial statements (Pages 43 through 68). The notes to the basic financial statements in the Financial Section provide required detailed disclosures and a description of the financial statements.

The Statement of Net Assets (Page 23-24) may serve as a useful indicator of a government's financial position. The City had positive net assets of $177.9 million at fiscal year end. The largest portion of the net assets, $115.6 million, represents the investment in capital assets. Restricted net assets of $28.3 million are resources that are subject to external restrictions on how they may be used. The remaining $34.0 million in net assets are unrestricted and may be used to meet the City's ongoing obligations. Again, this is an overall financial position indicator and is not the amount of current resources available for budgetary purposes.

Looking at results on a fund basis (Page 29), the City's governmental funds reported combined ending fund balance of $68.3 million, an increase of $25.5 million compared to the beginning of year fund balance amount. Of the combined total fund balance, $13.0 million is available for spending at the discretion of the City (unreserved and undesignated fund balance). The remainder of the fund balance is either reserved or designated and is not available for new spending because it has already been committed to the following: $1.5 million for debt service on the City's outstanding bonds and $53.8 million for capital improvements.

Utah State code establishes a 5.0 percent minimum ($965,142) and an 18.0 percent maximum ($3,474,512) limit to the amount that may be accumulated as the fund balance in the General Fund. As of June 30, 2005 the unreserved, undesignated fund balance of the General Fund was $3,216,779 and was $257,733 below the 18.0 percent limit. The unreserved, undesignated fund balance increased by $224,715 in 2005 as compared to an increase of $245,886 in fiscal year 2004.

General Obligation Bonds - Audit of Bond Expenditures
Resolution No.16-98, *Resolution to Appoint a Citizens Committee to Advise the City Council on Community Priorities for Open Space Acquisition, Methods to Permanently Preserve Open Space, and to Account for Expenditure of Open Space Bond Proceeds should Voters Approve a General Obligation Bond to Preserve Open Space*, requires the City to annually audit bond expenditures and report the results of such audit to the public. On July 22, 2004 the City issued General Obligation Bonds, Series 2004 in the amount of $9,000,000. Approximately $5.0 million is to be used to acquire open space land, $2.5 million for the construction of the ice and fields facility and $1.5 million for park improvements. During the year ended June 30, 2005, bond proceeds were used to purchase two parcels of open space land for a total of $1.4 million. Approximately $0.1 million was spent on park improvements and $0.5 million on the ice and fields facility.

Single Audit Report
As a recipient of Federal and State funds, the City it responsible for ensuring that an adequate internal control structure is in place in order to maintain compliance with applicable laws and regulations related to the purpose of the funds.

As a part of the City's single audit, tests were made to determine the adequacy of the internal control structure, including that portion of the structure related to Federal financial assistance programs, as well as to determine that the City complied with all applicable laws and regulations. The results of the City's single audit for fiscal year 2004-05 indicated no instances of material weaknesses in the internal control structure or violation of applicable laws and regulations.

Comments from the City's Audit Firm of Wisan, Smith, Racker & Prescott LLP
The auditors identified no major improvement areas or areas involving material weakness in the operations or internal control structure of the City.

The auditors identified one State Compliance issue. The City incurred expenditures in excess of the budget in the Public Safety Department by $57,996. The actual expenditures were $3,219,448 and the budget was $3,161,452. The budget overage was primarily caused by expenditures exceeding budget for overtime, department supplies and uniforms. The Public Safety Department has developed controls to prevent overspending the budget in the future and through November 2005 is within budget targets.

Review of This Report
This report and the CAFR were reviewed by the Citizens Technical Advisory Committee.